

## PROJECT INFORMATION

<b>Project Title</b>	Upper Long Valley Creek Agricultural Lands Improvement
<b>Brief Description</b>	<p>Public and private landowners in the upper Long Valley Creek watershed are in strong agreement that the single, greatest threat to the viability of their ranching and agricultural lands is the uncontrolled spread of noxious weed species. Land owners have repeatedly expressed they lack the capacity, fiscal means and public services to sufficiently treat existing noxious weed populations and fear the continued spread of weeds throughout their lands and downstream areas.</p> <p>The Upper Long Valley Creek Agricultural Lands Improvement Project proposes to implement a strategic noxious weed control program within this complex of public and private land, thereby slowing and perhaps even stopping, the spread of noxious weeds, and improving overall watershed health, habitat quality, and the condition of agricultural lands within the upper Long Valley Creek watershed. The proposed project will also decrease the likelihood of the spread of noxious weeds to un-infested areas including private and public agricultural and ranching lands located downstream of the project area, and contribute to the economic viability of Sierra working lands by maintaining and improving forage quality. The proposed project supports the Sierra Nevada Conservancy's mission and program areas in that it will: 1) protect and restore vegetative resources; 2) improve the environmental condition of riparian and associated upland habitats within working lands, and; 3) improve the region's economic state given the habitat quality of working lands directly relate to the ranchers' abilities to produce sustainable products. Further, the proposed project meets the Proposition 84 requirements in that it will: 1) protect perennial and seasonal waterways in a region where water supply and reliability is often limited, and; 2) protect existing natural resources from the further introduction and spread of noxious weeds and associated habitat degradation.</p>
<b>Total Requested Amount</b>	348,850.00
<b>Other Fund Proposed</b>	.00
<b>Total Project Cost</b>	348,850.00
<b>Project Category</b>	Site Improvement/Restoration
<b>Project Area/Size</b>	6,933
<b>Project Area Type</b>	Acres
<b>Have you submitted to SNC this fiscal year?</b>	No
<b>Is this application related to other SNC funding?</b>	No

## Project Results

Restoration
-------------

Project Purpose	Project Purpose Percent
Habitat	
Water Quality	

County
Sierra

Sub Region
North Central

**PROJECT CONTACT INFORMATION**

<b>Name</b>	Ms. Regine Miller,
<b>Title</b>	Watershed Coordinator
<b>Organization</b>	Sierra County Fire Safe and Watershed Council
<b>Primary Address</b>	P.O. Box 210, , , Calpine, CA, 92614
<b>Primary Phone/Fax</b>	530-277-3843 <b>Ext.</b>
<b>Primary Email</b>	regine@scfswc.com

## PROJECT LOCATION INFORMATION

### Project Location

Address:	Long Valley Rural Eastern Sierra County, , , Calpine, CA, 96124
Water Agency:	n/a
Latitude:	39.616268
Longitude:	-120.05447
Congressional District:	n/a
Senate:	n/a
Assembly:	n/a
Within City Limits:	No
City Name:	



ADDITIONAL INFORMATION

Grant Application Type

**Grant Application Type:**  
**Category One Site Improvement**

<b>PROJECT OTHER CONTACTS INFORMATION</b>
---

<b>Other Grant Project Contacts</b>
Name: Ms. Regine Miller, Project Role: Day-to-Day Responsibility Phone: 5302773843 Phone Ext: E-mail: regine@scfswc.com

## UPLOADS

The following pages contain the following uploads provided by the applicant:

[illegible]

Long Term Management Plan
Project Location Map
Parcel Map Showing County Assessors Parcel Number
Topographic Map
Photos of the Project Site
Land Tenure- Only for Site Improvement Projects
Land Tenure- Only for Site Improvement Projects
Land Tenure- Only for Site Improvement Projects
Land Tenure- Only for Site Improvement Projects
Land Tenure- Only for Site Improvement Projects
Land Tenure- Only for Site Improvement Projects
Land Tenure- Only for Site Improvement Projects
Land Tenure- Only for Site Improvement Projects
Site Plan - Only Site Improv. or Restoration Proj.
Full Application Form

To preserve the integrity of the uploaded document, headers, footers and page numbers have not been added by the system.



## **FULL APPLICATION PROJECT FORM**

Instructions for use of this form:

1. Scroll down and check the box indicating completion of requested information in the appropriate format.  
• You can move among the boxes by using your mouse or the "Tab" key.

2. When you have completed the form, print and sign at the bottom.

Please note: Adobe® Reader® does not allow you to save your work. It is very important that you print out your form immediately after completing it.

## Appendix B2

### Project Information Form

**PROJECT NAME** (Limit name to 10 words or less)

**EGID#** 668

The Upper Long Valley Creek Agricultural Lands Improvement Project

**APPLICANT NAME** (Legal name, address, and zip code)

The Sierra County Fire Safe And Watershed Council, Inc.

PO Box 210

Calpine

CA

96124

**PROJECT DESCRIPTION:** Refer to Sec. IV, 5a in the GAP.

Has the project description been updated from the project description submitted with the Pre-Application form? (Choose One) ☐ SAME ☒ UPDATED

#### CONSISTENCY WITH LOCAL GENERAL PLAN

Is this project consistent with the appropriate jurisdiction's (city/county) general plan?

☒ Yes ☐ No (If not, explain why not.)

#### WILLIAMSON ACT STATUS (for conservation easement acquisition projects only)

Is the project enrolled in a Williamson Act contract with the local county? ☒ Yes ☐ No

If yes, what is the expiration date of the contract? Parcel 021-030-011 is enrolled in The Williamson Act. The contract renews yearly.

#### FUNDING AND BUDGET INFORMATION

**SNC Grant Request** \$ 348,850

☒ Check if SNC is the sole funder of this project

#### PERSON WITH FISCAL MANAGEMENT RESPONSIBILITY FOR GRANT CONTRACT/INVOICING

Name and title – type or print

Phone

Email Address

☐ Mr. Cindy Noble

530-249-0444

cindy@scfswc.com

☒ Ms.

#### PERSON WITH DAY-TO-DAY RESPONSIBILITY FOR GRANT (Only include this information if different from pre-application submittal)

Name and title – type or print

Phone

Email Address

☐ Mr. Regine Miller

530-277-3843

regine@scfswc.com

☒ Ms.

**COUNTY ADMINISTRATOR OR PLANNING DIRECTOR CONTACT INFORMATION** (*At least one entry with Email address is REQUIRED*)

Name: Tim Beals - Planning Director

Phone Number: 530-289-3251

Email Address: tbeals@sierracounty.ws

Name:

Phone Number:

Email Address:

**NEAREST PUBLIC WATER AGENCY (OR AGENCIES) CONTACT INFORMATION** (*At least one entry with Email address is REQUIRED*)

Name: Long Valley Groundwater Management District

Phone Number: 530-289-3251

Email Address: tbeals@sierracounty.ws

Name:

Phone Number:

Email Address:

**Please identify the appropriate project category below and provide the associated details** (*Choose One – should be the same as the category identified in the pre-application*)

☒ Category One Site Improvement

☐ Category Two Pre-Project Activities

☐ Category One Conservation Easement Acquisition

**☒ Site Improvement/Conservation Easement Acquisition**

Project Area: Sierra County- Long Valley Creek Watershed

Total Acres: 6,933

SNC Portion (if different): \_\_\_\_\_

Total Miles (i.e. river or stream bank): 6.57

SNC Portion (if different): \_\_\_\_\_

**For Conservation Easement Acquisitions Only**

☐ Appraisal Included

☐ Will submit appraisal by \_\_\_\_\_

**Select one primary Site Improvement/Conservation Easement Acquisition deliverable**

☒ Stream Restoration/Protection

☐ Management Practices Changes

☐ Natural Resource Protection

☐ Infrastructure Development/Improvement

☐ Conservation Easement

**Does the applicant intend to transfer the easement to a third party?** ☐ Yes ☐ No

If yes, is the third party organization known? ☐ Yes ☐ No If yes, please attach a letter from this organization documenting their willingness to assume the long term management of the project.

**☐ Pre-Project Activities**

**Select one primary Pre-Project deliverable**

☐ Permit

☐ Condition Assessment

☐ CEQA/NEPA

☐ Biological Survey

☐ Appraisal

☐ Environmental Site

☐ Plan

Assessment



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## Appendix B1

### Full Application Checklist

Project Name: Upper Long Valley Creek Agricultural Lands Improvement Project EGID#: 666

Applicant: Sierra County Fire Safe and Watershed Council

Please mark each box: check if item is included in the application; mark "N/A" if not applicable to the project. "N/A" identifications must be explained in the application. Please consult with SNC staff prior to submission if you have any questions about the applicability to your project of any items on the checklist. All applications must include a CD including an electronic file of each checklist item, if applicable. The naming convention for each electronic file is listed after each item on the checklist. (Electronic File Name = EFN: "naming convention". file extension choices)

Submission requirements for all Category One and Category Two Grant Applications

1. ☐ Completed Application Checklist (EFN: Checklist.pdf)
2. ☐ Table of Contents (EFN: TOC.doc or .docx)
3. ☐ Full Application Project Information Form (EFN: fapi.doc or .docx)
4. ☐ Authorization to Apply or Resolution (EFN: authorization.doc or .docx)
5. ☐ Narrative Descriptions - Submit a single document (maximum 10 pages, Arial 12 pt font, 1 inch margins) that includes each of the following narrative descriptions (EFN: Narrative.doc or .docx)
  - a. ☐ Detailed Project Description
    - ☐ Project Description including Goals/Results, Scope of Work, Location, Purpose, etc.
    - ☐ Project Summary
    - ☐ Environmental Setting
  - b. ☐ Workplan and Schedule
  - c. ☐ Restrictions, Technical/Environmental Documents and Agreements – Category One projects only
  - d. ☐ Organizational Capacity
  - e. ☐ Cooperation and Community Support
  - f. ☐ Long Term Management and Sustainability
  - g. ☐ Performance Measures
  - h. ☐ Budget

6. Supplemental and Supporting documents

- a. ☒ CEQA/NEPA Compliance Form (EFN: CEQAform.doc or .docx)  
☒ California Environmental Quality Act (CEQA) documentation (EFN: CEQA.pdf)  
☐ National Environmental Policy Act (NEPA) documentation (EFN: NEPA.pdf)
- b. ☒ Detailed Budget Form (EFN: Budget.xls, .xlsx)
- c. Restrictions, Technical/Environmental Documents and Agreements, as applicable – Category One projects only  
☐ Restrictions / Agreements (EFN: RestAgree.pdf)  
☐ Regulatory Requirements / Permits (EFN: RegPermit.pdf)
- d. Cooperation and Community Support  
☒ Letters of Support (EFN: LOS.doc, .docx or .pdf)
- e. Long-Term Management and Sustainability  
☒ Long-Term Management Plan (EFN: LTMP.pdf)
- f. Maps and Photos  
☒ Project Location Map (EFN: LocMap.pdf)  
☒ Parcel Map showing County Assessor's Parcel Number(s) (EFN: ParcelMap.pdf)  
☐ Topographic Map (EFN: Topo.pdf)  
☒ Photos of the Project Site (10 maximum) (EFN: Photo.jpg, .gif)
- g. Additional submission requirements for Conservation Easement Acquisition applications only  
☐ Acquisition Schedule (EFN: acqSched.doc, .docx, .rtf, .pdf)  
☐ Willing Seller Letter (EFN: WillSell.pdf)  
☐ Real Estate Appraisal (EFN: Appraisal.pdf)  
☐ Conservation Easement Language (EFN: CE.pdf)  
☐ Third Party Transfer Acknowledgment Letter (if applicable) (EFN: Transfer.pdf)
- h. Additional submission requirements for Site Improvement/Restoration Project applications only  
☒ Land Tenure Documents – attach only if documentation was not included with Pre-application (EFN: Tenure.pdf)  
☒ Site Plan (EFN: SitePlan.pdf)  
☐ Leases or Agreements (EFN: LeaseAgmnt.pdf)

I certify that the information contained in the Application, including required attachments, is accurate.

  
Signed \_\_\_\_\_ (Authorized Representative)

Regine Miller, SCFSWC Watershed Coordinator

\_\_\_\_\_  
Name and Title (print or type)

October 12, 2012

\_\_\_\_\_  
Date

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☐ Biological Survey

☐ Appraisal

☐ Environmental Site

☐ Plan

Assessment

## **AUTHORIZATION TO APPLY**



# Sierra County Fire Safe And Watershed Council, Inc.

P.O. Box 210 Calpine CA 96124

---

To: The Sierra Nevada Conservancy

From: The Sierra County Fire Safe and Watershed Council, Inc.

September 28<sup>th</sup>, 2011

The Board of Directors of the Sierra County Fire Safe and Watershed Council hereby authorizes staff to submit an application to the Sierra Nevada Conservancy for funding of **The Upper Long Valley Creek Agricultural Lands Improvement Project** in Eastern Sierra County.

A handwritten signature in blue ink that reads "Nancy Finney".

---

Nancy Finney  
Chair of the SCFSWC Board



## NARRATIVE

### DETAILED PROJECT DESCRIPTION

**Project Summary.** The Upper Long Valley Creek Agricultural Lands Improvement Project will treat noxious weeds within private and public ranching lands in the upper Long Valley Creek watershed. The project will improve the habitat quality and condition of agricultural lands within the project area and, potentially, downstream. The project will also help to sustain the economic viability of the ranches by maintaining forage quality and the integrity of the grazing lands and associated riparian corridors.

**Project Description.** Public and private landowners in the upper Long Valley Creek watershed are in strong agreement that the single, greatest threat to the viability of their ranching and agricultural lands is the uncontrolled spread of noxious weed species. Land owners have repeatedly expressed they lack the capacity, fiscal means and public services to sufficiently treat existing noxious weed populations and fear the continued spread of weeds throughout their lands and downstream areas.

The Upper Long Valley Creek Agricultural Lands Improvement Project proposes to implement a strategic noxious weed control program within this complex of public and private land, thereby slowing and perhaps even stopping, the spread of noxious weeds, and improving overall watershed health, habitat quality, and the condition of agricultural lands within the upper Long Valley Creek watershed. The proposed project will also decrease the likelihood of the spread of noxious weeds to un-infested areas including private and public agricultural and ranching lands located downstream of the project area, and contribute to the economic viability of Sierra working lands by maintaining and improving forage quality.

The proposed project supports the Sierra Nevada Conservancy's mission and program areas in that it will: 1) protect and restore vegetative resources; 2) improve the environmental condition of riparian and associated upland habitats within working lands, and; 3) improve the region's economic state given the habitat quality of working lands directly relate to the ranchers' abilities to produce sustainable products. Further, the proposed project meets the Proposition 84 requirements in that it will: 1) protect perennial and seasonal waterways in a region where water supply and reliability is often limited, and; 2) protect existing natural resources from the further introduction and spread of noxious weeds and associated habitat degradation.

**Goals.** The project goals are to: 1) Treat existing populations of noxious weeds for three consecutive years throughout the upper Long Valley Creek riparian corridor, adjacent upland areas, and tributaries within the approximately 7,775-acre project area; 2) Reduce the existing noxious weed populations to below a level of ecological significance; and 3) Enhance landowner knowledge and behavior regarding noxious

weed prevention, treatment and management using annual educational workshops conducted each year of the grant.

Project deliverables include maps showing the acreage of the improved (treated) area in each year of the project, participation records from education workshops, copies of literature and presentations provided to workshop participants, summaries of landowner surveys used to document improvements in knowledge and behavior, photo-documentation, a summary of quadrat sampling data, and annual and final monitoring reports. The desired end result is a significant reduction or elimination of noxious weeds in the project area the corresponding habitat quality improvement in ranching lands.

**Scope of Work.** The proposed project comprises noxious weed control on a complex of public and private lands forming the upper Long Valley Creek watershed located in far eastern Sierra County adjacent to the California-Nevada border, just north of Bordertown, Nevada. The project area includes a portion of the California Department of Fish and Game (DFG) Hallelujah Junction Wildlife Area (HJWLA) within Sierra County and six upstream private parcels for a total of approximately 6,933 acres and 6.5 linear miles of stream channel. The project's invasive weed control strategy will follow an integrated approach using chemical and non-chemical control techniques to reduce current infestations, and implementing prevention strategies to protect uninfested areas. Work will be conducted in the Long Valley Creek, Purdy Creek, and Balls Canyon riparian corridors, in the adjacent sagebrush-dominated uplands, and meadows within the Upper Long Valley Creek watershed under the direction of the project's licensed Pest Control Advisor (PCA), Joel Trumbo (DFG).

Target species include, but are not limited to, perennial pepperweed (*Lepidium latifolium*), Russian knapweed (*Acroptilon repens*), diffuse knapweed (*Centaurea diffusa*), spotted knapweed (*Centaurea maculosa*), Canada thistle (*Cirsium arvense*), Scotch thistle (*Onopordum acanthium*) and musk thistle (*Carduus nutans*). Of these, perennial pepperweed is most widespread and of greatest concern. Pepperweed is currently present throughout the Long Valley Creek corridor, tributaries and adjacent uplands extending north to Honey Lake near Herlong, California. Each of the said species has been recognized by the California Department of Food and Agriculture (CDFA) and the California Invasive Plant Council (Cal-IPC) as highly invasive and capable of causing significant impacts on agricultural production and wildlife habitat quality. To varying degrees each species is capable of out-competing livestock forage plants, hay crops, and native or other desirable plant species on which wildlife depend. Once established, these species maintain dominance by various strategies including asexual reproduction via rhizomes, allelopathy, long seed survival in soil, and high seed production rates. If left uncontrolled, each species is capable of monotypic dominance as seen in downstream reaches of Long Valley Creek. However, of all the species

addressed by this project, none poses as great a threat as perennial pepperweed. The species is especially adapted to spread along riparian corridors and is already well-established in several sites near Long Valley Creek.

Control methods for the specified noxious weeds are well-established and have been underway in a limited fashion on the HJWLA since the early 1990s. Similarly, private land owners have conducted herbicide application in recent years but are limited by manpower, chemicals and cost. The proposed project entails one or more chemical or non-chemical treatments per growing season for up to three years as specified by the project's PCA. The following herbicides may be used depending on site-specific conditions; aminopyralid, chlorsulfuron, imazapyr, triclopyr (amine or ester) and 2,4-D. All of these herbicides are non-restricted and can be purchased and used without a restricted pesticide permit from the Plumas-Sierra County Agricultural Commissioner's office. Any of the above-mentioned herbicides, either singularly or in combination, may be used to control the project's target weed species. All herbicide applications will be applied via ground-based methods, primarily using hand-held equipment (i.e. backpack sprayers or hose guns). The majority of infested sites can be treated using spot spray techniques that minimize the potential for herbicide contact with non-target vegetation. In more limited circumstances, boom sprayers mounted on tractors or other vehicles may be used. In all cases, herbicide drift or overspray will not result in significant damage to non-target vegetation. Each of these herbicides was selected based on the following criteria: a high degree of efficacy on the target weed species, low human risk and insignificant environmental persistence in soil, water and biota. Additionally, each of these herbicides poses an insignificant toxicity risk to non-target wildlife species. Based on laboratory-derived toxicity values (both acute and chronic) and the exposure levels that might reasonably be expected, none of these herbicides would exceed the U.S. EPA's Levels of Concern based on a standard hazard quotient assessment.

Mechanical methods that will be utilized in conjunction with herbicide applications may include the following: hand-pulling, flower-head removal, mowing, and grazing. While disking is often used for invasive weed control, its tendency to increase the spread of the project's target weeds, especially perennial pepperweed, precludes the use of that method for this project. Prior to developing treatment prescriptions, the project's PCA will meet with individual landowners, observe their specific areas of infestations, and agree upon the treatment method(s) to be implemented

In addition to the chemical and mechanical weed control measures specified above, the SCFSWC will organize and facilitate annual noxious weed education workshops in each year of the grant. One hundred percent of the participating landowners will attend the workshops. Project partners and supporters, downstream landowners, and the general public will also be encouraged to attend. Further, project partners and supporters will be invited to participate in planning efforts should their agency/organization wish to

address similar weed control issues. Detailed educational information will be provided at each workshop on topics such as the pathways in which noxious weeds are introduced and spread, how landowners can establish control points to limit the re-introduction of noxious weeds, management actions landowners should take should they observe new populations of noxious weeds, how landowners can best leverage their resources and funds to strategically treat noxious weeds, and how landowners can work together to develop an integrated management plan to address noxious weeds in the future.

**Environmental Setting.** The proposed project area includes the Long Valley Creek riparian corridor located in Sierra County, discrete downstream sections of Purdy Creek, and Balls Canyon and adjacent uplands and meadows. Habitat types within these areas include sagebrush-dominated uplands, riparian scrub, and meadow. The project area is bound by a small reservoir located within the uppermost Long Valley Creek on a private parcel to the south (T20N R18E S6), the Sierra-Lassen County line to the north, the Nevada State line and Highway 395 to the east, and the toe of Purdy Peak and unnamed peaks to the west.

Long Valley Creek and its tributaries are perennial water ways flowing north into the closed Honey Lake basin located approximately 45 miles to the northwest. Long Valley Creek and its tributaries are snow-fed from the Bald Mountain Range. Average annual precipitation is 10.99 inches based upon historic data from the nearby Long Valley Agricultural Inspection Station. Stream flows traverse through deeply incised (up to approximately 30 feet in some locations), eroded channel bed and banks within Long Valley Creek. In most years, there is ample water in early spring, with the flows rapidly diminishing following the cessation of snow melt runoff. The timing for this has been observed to occur as early as April or as late as June (pers. comm. Jan Dawson DFG HJWLA Manager). Thereafter, flows are typically reduced to a minimal amount which are usually adequate to maintain a base flow in the channels and irrigate portions of pastures.

Sagebrush-dominated upland vegetation is present within the project limits in terrace and floodplain areas adjacent to the creek corridors except in those meadow areas that are irrigated for hay production. A mix of shrubs and forbs are present including, but not limited to, basin big sagebrush (*Artemisia tridentata*), bitter brush (*Purshia tridentata*), yellow rabbit brush (*Chrysothamnus viscidiflorus* ssp. *viscidiflorus*), green ephedra (*Ephedra viridis*), spineless horsebrush (*Tetradymia canescens*), desert peach (*Prunus andersonii*), and desert gooseberry (*Ribes velutinum*). Stansbury's phlox (*Phlox stansburyi*), silvery lupine (*Lupinus argenteus* var. *heteranthus*), one-sided bluegrass (*Poa secunda* ssp. *secunda*), squirreltail grass (*Elymus elymoides* ssp. *elymoides*), Thurber's needlegrass (*Achnatherum thurberianum*), long-leaved hawksbeard (*Crepis acuminata*), western hawksbeard (*Crepis occidentalis*), Columbia ragwort (*Senecio integerrimus* var. *exaltatus*), woolly mule-ears (*Wyethia mollis*), milk-vetch (*Astragalus*

spp.), hog fennel (*Lomatium* spp.), cheatgrass (*Bromus tectorum*), and red-stemmed filaree (*Erodium cicutarium*).

Riparian scrub vegetation is found in patches within each drainage. Dominant species include narrow-leaved willow (*Salix exigua*), Geyer willow (*S. geyeriana*), arroyo willow (*S. lasiolepis*), Pacific willow (*S. lucida* ssp. *lasiandra*), greenleaf willow (*S. lucida* ssp. *caudata*), mountain alder (*Aldus viridis*), and interior rose (*Rosa woodsii*). Herbaceous species found in the riparian corridors include Baltic rush (*Juncus balticus*), western buttercup (*Ranunculus occidentalis*), clustered field sedge (*Carex praegracilis*), silver wormwood, smooth scouring-rush (*Equisetum laevigatum*), common horsetail (*Equisetum arvense*), field mint (*Mentha arvensis*), Kentucky bluegrass (*Poa pratensis*), and black medick (*Medicago lupulina*).

Within the project area, meadow habitat is found in low lying areas most often irrigated for hay production. Species present include one-sided bluegrass (*Poa secunda*), squirreltail grass, cheatgrass, red-stemmed filaree, bulbous bluegrass (*Poa bulbosa*), Baltic rush, Kentucky bluegrass, clustered field sedge, western buttercup, California hesperochiron (*Hesperochiron californicus*), western blue flag (*Iris missouriensis*), straight-leaved rush (*Juncus orthophyllus*), and Nebraska sedge (*Carex nebrascensis*). Yellow rabbitbrush and rubber rabbitbrush (*Chrysothamnus nauseosus*) can be found in outlying areas of the meadows.

The target noxious weeds are present throughout each of the above habitat types in sporadic locations and varying densities with frequency and cover generally decreasing with distance from water ways and moist areas. While satellite infestations are likely present in numerous locations within the project area, well-established infestations are present in the riparian zone along Long Valley Creek, in the hay meadow located on DFG's HJWLA, on privately-managed grazing lands to the south of the wildlife area, and at the upstream extent of Long Valley Creek surrounding a small reservoir located on a participating private parcel at the southern project boundary (T20N R18E S6).

Current land use within the project area includes irrigated pasture, rotational grazing, and native hay cutting. Additionally, deer and upland bird hunting is permitted on the HJWLA during fall and winter of each year. No proposed land use changes are associated with this project.

The SCFSWC in consultation with Sierra County Planning Department has determined that the proposed project is consistent with the Sierra County 2010 General Plan. The General Plan Policy #13-16 states the County is to "Discourage the use of herbicides in and around sensitive habitats, such as streams and meadows." However, it was agreed that the implementation measures for this policy are focused on roadside spraying, not projects undertaken for the control of noxious weeds within riparian corridors and meadows, and for those projects in consultation with DFG. Further, this policy is not specifically implemented in the zoning code. Sierra County recently enacted an Open Space Ordinance which pertains to the private lands within the project area. Under this

ordinance, the project activities are considered a permitted use based upon 15.12.286(b)1.(A). The project activities do not require a County grading permit, and, therefore, are allowed by the County “by right”.

## WORKPLAN AND SCHEDULE

This project is expected to take 36 months to complete assuming grant authorization by May 1, 2013. The specific timeline is outlined in Table 1 below. SCFSWC will administer this project, organize the education workshops, develop and administer the landowner surveys, coordinate with DFG to develop workshop literature and presentations, liaison between the DFG PCA and weed control contractor, oversee weed control activities in the field in coordination with the DFG PCA, ensure regulatory compliance, work with the DFG and weed control contractor to map the acreage of land improved, conduct photo-documentation, and write and submit six-month progress reports and the final monitoring report.

The DFG will coordinate with SCFSWC to develop literature and presentations and present at the annual noxious weed education workshops, organize and conduct landowner/PCA meetings and treatment prescriptions, oversee weed control activities in the field in coordination with the SCFSWC, map the acreage of land improved, and conduct quantitative monitoring.

The weed control contractor will conduct the actual chemical and mechanical weed control activities per the PCA’s prescriptions and work with SCFSWC and DFG to map the acreage of land improved. Participating landowners will participate in the annual workshops, coordinate with the DFG PCA to develop prescriptions appropriate for their property, attend meetings, and work toward preventing the re-introduction of the target noxious weeds and long-term management. The Natural Resources Conservation Service (NRCS) will work with interested participating landowners to develop NRCS contracts as an in-kind match for this project.

**Table 1. Workplan and Schedule**

<b>Project Tasks and Deliverables</b>	<b>Timeline</b>
SCFSWC to organize and DFG to instruct first Education Workshop – deliverables includes participation record, copies of literature/presentations provided to participants, and copy of landowner survey	Month 1
Landowner/DFG Pest Control Advisor field meetings – deliverables include copies of treatment prescriptions for each parcel	Months 1-2
First Weed Control Treatment by Contracted Agency/Company	Months 1-8
NRCS to Develop Contracts with Interested Landowners – deliverables include copies of contracts	Months 1-31

Six Month Progress Report	Month 6
SCFSWC to organize and DFG to instruct second Education Workshop – deliverables includes participation record, copies of literature/presentations provided to participants, and a copy of the second landowner survey	Months 10-13
Second Weed Control Treatment	Months 12-19
Six Month Progress Report	Month 12
Six Month Progress Report of treated area	Month 18
SCFSWC to organize and DFG to instruct third and final Education Workshop – deliverables includes participation record, copies of literature/presentations provided to participants, and a copy of the third and final landowner survey	Months 22-25
Six Month Progress Report	Month 24
Third and Final Weed Control Treatment	Months 24-31
Six Month Progress Report	Month 31
Project Completion	Month 31
Final Report – deliverables include a final monitoring report including a series of maps showing the acreage of the improved (treated) area in each year of the project, a summary and discussion of the landowner surveys used to document improvements in knowledge and behavior, and photo-documentation taken over the course of the project, and a summary of the quantitative monitoring assessing weed control efficacy.	Month 36

## RESTRICTIONS, TECHNICAL/ENVIRONMENTAL DOCUMENTS, AND AGREEMENTS

**Restrictions/Agreements.** There are no known property restrictions, encumbrances or agreements or toxic contamination sites within project area that could adversely affect project completion. Should any become known subsequent to project initiation, the former will be fully complied with and the latter avoided. Chemical and mechanical weed control measures will be modified accordingly.

It should be noted that there is a current lease agreement between the DFG and a rancher for the use of HJWLA lands within the project area; this lease expires in April 2014. The current lease includes a provision for weed control as a management tool that DFG can utilize at their discretion. Any future leases will include a similar provision. The project applicant is unable to provide SNC with a copy of this lease because it is considered confidential by DFG (pers. comm. Terri Weist DFG Associate Wildlife Biologist Northern Region).

**Regulatory Requirements/Permits.** This project is exempt from CEQA based upon Class 4, Section 15304 Minor Alterations to Land. The project applicant is a non-profit organization and requests the SNC act as the Lead Agency for the work to be

conducted on private lands. The DFG has filed a separate NOE for the work to be conducted on the HJWLA. No other permits are required for this project as specified below.

- California Department of Fish and Game. N/A. Project activities do not involve the substantial modification of the stream bed and banks.
- U.S. Army Corps of Engineers. N/A. Project activities will not fill any USACE-jurisdictional area.
- Regional Water Quality Control Board. N/A. Project activities do not involve the application of herbicides to surface water.
- County Agricultural Commissioner's Office. N/A. Project activities do not involve the use of restricted use pesticides.
- State Historic Preservation Office. N/A. No known historical resources listed as present within the project are according to the SHPO's website.
- California Native American Heritage Commission. There are no known recorded cultural or archeological resources within the project area.
- CAL FIRE. N/A. No burning or fuels reduction work is proposed for this project.
- Local A government agencies. N/A. No grading is purposed for this project.

## **ORGANIZATIONAL CAPACITY**

The SCFSWC is a well-situated to administer and complete a noxious weed control project in the upper Long Valley Creek watershed given the limited public services and lack of capacity in this region. The SCFSWC is composed of a 5-member Board of Directors, an Executive Director, Operations Director and Watershed Coordinator. The SCFSWC in collaboration with the DFG's PCA will manage project activities on each parcel as well as conduct the educational workshops. The SCFSWC utilizes a certified public accountant to provide fiscal management and retains a bookkeeper to assist in day to day grant administration. An established weed control contractor with experience in the Long Valley Creek watershed will be hired to conduct the prescribed chemical and mechanical treatment measures. Since 2008, the SCFSWC has managed more than \$581,000 for fuels reduction and watershed protection projects. SCFSWC also manages multiple Title II projects whose funds are designated for fuels reduction treatment in county Right-of-Ways and for the continued development and expansion of an Aquatic Invasive Species education and outreach program.

## **COOPERATION AND COMMUNITY SUPPORT**

Confirmed project partners include DFG, six private land owners located upstream of HJWLA, and the NRCS. The project concept originated from multiple conversations and field meetings with private landowners and DFG who repeatedly identified noxious weed control as one of their top priorities within the watershed. Upon seeing the SNC's



Grant Program, SCFSWC offered to develop a proposal, and administer a grant should it be awarded given that the private and public landowners lack the capacity to do so.

Additional cooperation and support is provided by NRCS who has offered in-kind match in the form of landowner contracts with the participating private landowners and the DFG grazing leasee.

## **LONG TERM MANAGEMENT AND SUSTAINABILITY**

The project proposed herein will be a momentous initial step toward weed control and eradication within the upper Long Valley Creek watershed. It is the aim of the project applicant, participating land owners and project partners, to accomplish and finance the long-term management of the project through three primary means: 1) Plan for herbicide application on private and State and County-owned lands by the Plumas Sierra Agriculture Department (PSAD), Sierra Valley RCD (SV RCD), Honey Lake Valley RCD (HLV RCD), and DFG as resources allow; 2) For the project applicant and partners to seek future grant funding to hire contractors to maintain and expand the treated areas, and perhaps most importantly and with the longest vision; 3) Utilizing the Department of Water Resources' Integrated Regional Water Management (IRWM) program as the nexus of planning and implementation for future weed control. The Lahontan Basin Regional Acceptance Process (RAP) includes the entire Long Valley Creek watershed, and recently was awarded full funding for development of its first IRWM Plan. The HLV RCD, in cooperation with the University of California Cooperative Extension, has been and continues to lead this effort. The SCFSWC and HLV RCD Watershed Coordinators have discussed at length the importance of establishing a Long Valley Creek Watershed Group that can work together to identify common watershed issues and needs, and participate in the development and implementation of the Lahontan Basins IRWM Plan. This effort will be initiated in fall 2012/winter 2013. It is widely assumed that noxious weed control will be identified as a common issue in the Long Valley Creek watershed and that the proposed project will fit into the IRWM weed control strategy developed.

## **PERFORMANCE MEASURES**

The performance measures proposed for this project include:

1. The Number of People Reached. This measure will document the number of participating landowners, partners, and interested parties in the project's annual noxious weed education workshops.
2. Dollar Value of Resources Leveraged for the Sierra Nevada. This measure will document the in-kind match provided by the DFG and NRCS, and volunteer hours provided by participating landowners. It is possible additional in-kind

match will be provided by other supporting agencies, including the HLV RCD, SV RCD, and PSAD.

3. Number and Type of Jobs Created. This measure will document the FTE job(s) created through the project administration, management, and contracted weed control work.
4. Number of New, Improved or Preserved Economic Activities. N/A. This measure is not relevant because the project does not create or improve economic services such as additional head of cattle, hay production, and pastures available.
5. Measurable Changes in Knowledge or Behavior. This measure will document a change in landowner knowledge and behavior toward noxious weed prevention, treatment and long-term management. Data will be collected during the annual noxious weed education workshops using a pre-implementation survey, and two follow-up surveys.
6. Acres of Land Improved or Restored. This measure will document the total acres of treated land in each year of the project, and the reduction in the existing noxious weed populations to below a level of ecological significance using mapping. As a supplement to this measure, photo-documentation and a quantitative monitoring program will be conducted at selected locations within the project area to assess invasive weed control efficacy. Currently, there are no known site importance or priority ratings for the project area.

## **BUDGET**

This project is cost effective in that it addresses weed control beginning in the upper watershed extending downstream, and in that it leverages considerable in-kind support from partner agencies. DFG has committed to \$12,120 of in-kind contributions in the form of meetings, PCA prescription development, workshop preparation and presentation, contractor oversight, and monitoring. NRCS has generously committed to continued engagement with the participating landowners to develop landowner contracts. Further, NRCS has offered to designate these contracts as high priorities thereby increasing the likelihood they will receive funding. Finally, landowner contributions include, but are not limited to, \$2,000 in time spent participating in the education workshops, meetings and project coordination. There is no pending funding for this project nor is this project expected to generate revenue.

# Appendix B4

## SIERRA NEVADA CONSERVANCY

### PROPOSITION 84 - DETAILED BUDGET FORM

Project Name: Upper Long Valley Creek Agricultural Lands Improvement Project

Applicant: Sierra County Fire Safe and Watershed Council

SECTION ONE				Project Cost Breakdown				
DIRECT COSTS	Units	Unit Cost	Total Cost	Year One (2013)	Year Two (2014)	Year Three (2015)	Year Four (2016)	Total
Project Management			0.00	\$6,000.00	\$6,000.00	\$6,000.00		\$18,000.00
Weed Control Contractor			0.00	\$105,000.00	\$85,000.00	\$70,000.00		\$260,000.00
Field Supervision			0.00	\$2,000.00	\$1,600.00	\$1,600.00		\$5,200.00
Equipment: Digital Camera	1	400	400.00					\$0.00
Equipment: Mapping Supplies	1	500	500.00					\$0.00
<b>DIRECT COSTS SUBTOTAL:</b>	2	\$900.00	\$900.00	\$113,000.00	\$92,600.00	\$77,600.00	\$0.00	\$283,200.00

SECTION TWO				Project Cost Breakdown				
INDIRECT COSTS	Units	Unit Cost	Total Cost	Year One	Year Two	Year Three	Year Four	Total
Organize and Facilitate Annual Education Workshops			0.00	\$2,000.00	\$1,800.00	\$1,800.00		\$5,600.00
Publications, Printing, Presentation Development			0.00	\$500.00	\$500.00	\$500.00		\$1,500.00
Performance Measure Reporting			0.00	\$6,250.00	\$6,250.00	\$6,250.00		\$18,750.00
Workshop Materials and Supplies	1	500	500.00					\$0.00
<b>INDIRECT COSTS SUBTOTAL:</b>	1	\$500.00	\$500.00	\$8,750.00	\$8,550.00	\$8,550.00	\$0.00	\$25,850.00
<b>PROJECT TOTAL:</b>	3	\$1,400.00	\$1,400.00	\$121,750.00	\$101,150.00	\$86,150.00	\$0.00	\$309,050.00

SECTION THREE				Project Cost Breakdown				
Administrative Costs (Costs may not to exceed 15% of total Project Cost) :	Units	Unit Cost	Total Cost	Year One	Year Two	Year Three	Year Four	Total
Organization Operations			0.00	\$3,000.00	\$3,000.00	\$3,000.00		\$9,000.00
Bookkeeping Support			0.00	\$1,000.00	\$1,000.00	\$1,000.00		\$3,000.00
Reporting and Invoicing			0.00	\$4,000.00	\$4,000.00	\$4,000.00	\$1,400.00	\$13,400.00
GIS Assistance			0.00	\$600.00	\$600.00	\$600.00		\$1,800.00
Phone and service			0.00	\$1,400.00	\$1,400.00	\$1,400.00		\$4,200.00
Office Equipment			0.00	\$1,100.00	\$1,100.00	\$1,100.00		\$3,300.00
Postage			0.00	\$300.00	\$300.00	\$300.00		\$900.00
Mileage			0.00	\$1,400.00	\$1,400.00	\$1,400.00		\$4,200.00
<b>ADMINISTRATIVE TOTAL:</b>	0	\$0.00	\$0.00	\$12,800.00	\$11,400.00	\$11,400.00	\$1,400.00	\$39,800.00
<b>SNC TOTAL GRANT REQUEST:</b>	3	\$1,400.00	\$1,400.00	\$134,550.00	\$112,550.00	\$97,550.00	\$1,400.00	\$348,850.00

SECTION FOUR				Years Fund Received				
OTHER PROJECT CONTRIBUTIONS				Year One	Year Two	Year Three	Year Four	Total
California Department of Fish and Game			0.00	\$4,040.00	\$4,040.00	\$4,040.00		\$12,120.00
Participating Landowners			0.00	\$800.00	\$600.00	\$600.00		\$2,000.00
Natural Resource Conservation Service*			0.00					\$0.00
<b>Total Other Contributions:</b>	0	\$0.00	\$0.00	\$4,840.00	\$4,640.00	\$4,640.00	\$0.00	\$14,120.00

\* The NRCS has committed to continuing to engage with participating landowners to develop landowner contracts and making these contracts high priority for funding. That said, the NRCS cannot place a definitive dollar amount on their in-kind contributions until contracts are drafted and funded. All NRCS match will be reported over the course of the project.

**Compatibility Report for Budget.xls**  
**Run on 10/9/2012 15:38**

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**Version**

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**Compatibility Report for Budget.xls**  
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**Version**

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## **Appendix B3**

### **CEQA/NEPA Compliance Form**

#### **(California Environmental Quality Act & National Environmental Policy Act)**

Instructions: All applicants, including federal agencies, must complete the CEQA compliance section. Check the box that describes the CEQA status of the proposed project. You must also complete the documentation component and submit any surveys, and/or reports that support the checked CEQA status. NOTE: There is no page limit requirement on this form. You may use the space you need to fully describe the CEQA/NEPA status of this project.

If NEPA is applicable to your project, you must complete the NEPA section in addition to the CEQA section. Check the box that describes the NEPA status of the proposed project. Complete the documentation component and submit any surveys, and/or reports that support the NEPA status.

For both CEQA and NEPA, submittal of permits is only necessary if they contain conditions providing information regarding potential environmental impacts.

#### **CEQA STATUS**

##### **(All applicants must complete this section)**

Check the box that corresponds with the CEQA compliance for your project. The proposed action is either “Not a Project” under CEQA; is Categorically Exempt from CEQA; or requires a Negative Declaration, Mitigated Negative Declaration, or an Environmental Impact Report per CEQA.

---

☐ **“Not a Project” per CEQA**

1. Describe how your project is “Not a Project” per CEQA:

2. If appropriate, provide documentation to support the “Not a Project” per CEQA status.

☒ **Categorical Exemption or Statutory Exemption**

If a project is categorically exempt from CEQA, all applicants, including public agencies that provide a filed Notice of Exemption, are required to provide a clear and comprehensive description of the physical attributes of the project site, including potential and known special-status species and habitat, in order for the SNC to make a determination that the project is exempt. A particular project that ordinarily would fall under a specific category of exemption may require further CEQA review due to individual circumstances, i.e., it is within a sensitive location, has a cumulative impact, has a significant effect on the environment, is within a scenic highway, impacts an historical resource, or is on a hazardous waste site. Potential cultural/archaeological resources must be noted, but do not need to be specifically listed or mapped at the time of application submittal. Backup data informing the exemption decision, such as biological surveys, Cultural Information Center requests, research papers, etc. should accompany the full application. Applicants anticipating the SNC to file an exemption are encouraged to conduct the appropriate surveys and submit an information request to an



office of the California Historical Resources Information System (CHRIS).

1. Describe how your project complies with the requirements for claiming a Categorical or Statutory Exemption per CEQA:

The proposed project complies with the requirements for claiming a Categorical Exemption per CEQA based upon Class 4, Section 15304 Minor Alterations to Land. Project activities will result in the removal of small and discrete populations of noxious weeds by work crews consisting of four to eight people at any one location and time via ground-based methods, primarily using hand-held equipment (i.e. backpack sprayers or hose guns). In limited circumstances, boom sprayers mounted on tractors or other vehicles may be used.

The following measures will be taken to avoid impacts to non-target plant species and wildlife: all applicators shall receive training on identifying target plant species, chemicals shall be applied in complete accordance with the label restrictions/procedures found on the chemical container, no chemicals will be applied directly to running water or open water that will ultimately find its way into a waterway, and there shall be no herbicide drift or overspray that results in significant damage to non-target vegetation.

The herbicides to be used during the project are not restricted and pose insignificant toxicity risks to non-target wildlife species. Based on laboratory-derived toxicity values (both acute and chronic) and the exposure levels that might reasonably be expected, none of these herbicides would exceed the U.S. EPA's Levels of Concern based on a standard hazard quotient assessment.

Searches for special-status species within the project area were conducted using DFG's California Natural Diversity Database (CNDDB). A recent search of this database revealed that only one special status species, Webber ivesia (*Ivesia webberi*) is present near the project site. This plant species is a candidate for federal listing. While there are two known occurrences of Webber ivesia at the HJWLA, neither is within the project area. Regardless, herbicide applicators involved with this project will be taught to identify the species and instructed in ways to reduce herbicide drift to sensitive non-target plants. Finally, a 15-foot diameter Exclusion Zone (EZ) will be implemented around any plants found within the project area. No chemical or mechanical weed control will be permitted within any portion of the EZ.

No significant adverse impacts to archeological or cultural resources will occur as a result of the project. The SCFSWC ordered a records search with the Northeast Information Center (NEIC) and is awaiting the results,

and consulted with Darrel Cruz Washoe Tribal Historic Preservation Officer, Melanie Johnson Susanville Rancheria Tribal Historic Preservation Officer, and the Sierra County Planning Department to assess if cultural or archeological resources are located within the project area. The SCFSWC attempted to consult with the Greenville Rancheria on multiple occasions but phone calls and emails were not returned.

Based upon information thus far, results indicate that there are no known records of cultural or archeological resources within the project area. Nevertheless, Darrel Cruz stated the Long Valley Creek watershed was an important area for hunting and fishing by the Washoe Tribe, and requested that there be no weed-eating or hand-pulling within sensitive areas identified in the NEIC records search. Should any cultural or archeological sites be located by the NEIC search, the site(s) will be offered full protection with an Exclusion Zone (EZ). The EZ will be flagged prior to weed control activities. No equipment or mechanical weed control will be permitted within any portion of the EZ per Darrel Cruz's request. Should the site be inadvertently disturbed as part of project activities, the disturbance shall immediately cease and the appropriate agency contacted regarding appropriate mitigation.

2. If your organization is a state or local governmental agency, submit a signed, approved Notice of Exemption (NOE) documenting the use of the Categorical Exemption or Statutory Exemption, along with any permits, surveys, and/or reports that have been completed to support this CEQA status. The Notice of Exemption must bear a date stamp to show that it has been filed with the State Clearinghouse and/or County Clerk, as required by CEQA.

3. If your organization is a nonprofit or federal agency, there is no other California public agency having discretionary authority over your project, and you would like the SNC to prepare a NOE for your project, let us know that and provide any permits, surveys, and/or reports that have been completed to support the CEQA status.

The SCFSWC is a non-profit organization; it requests the SNC act as Lead Agency and file a Notice of Exemption (NOE) for the work to be conducted on private lands within the project area. The DFG has filed a separate NOE for the work to be conducted on the HJWLA, a copy of which is included herein. SCFSWC has also included a copy of the NEIC Request for Records Search for archeological/cultural resources and a copy of the CNDDDB search used to evaluate species of concern.

- 
- ☐ **Negative Declaration OR**  
☐ **Mitigated Negative Declaration**

If a project requires a Negative Declaration or Mitigated Negative Declaration, then applicants must work with a qualified public agency, i.e., one that has discretionary

authority over project approval or permitting, to complete the CEQA process.

1. Describe how your project complies with the requirements for the use of a Negative Declaration or a Mitigated Negative Declaration per CEQA:

2. Submit the approved Initial Study and Negative Declaration/Mitigated Negative Declaration along with any Mitigation Monitoring or Reporting Plans, permits, surveys, and/or reports that have been completed to support this CEQA status. The IS/ND/MND must be accompanied by a signed, approved Notice of Determination, which must bear a date stamp to show that it has been filed with the State Clearinghouse and/or County Clerk, as required by CEQA.

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☐ **Environmental Impact Report**

If a project requires an Environmental Impact Report, then applicants must work with a qualified public agency, i.e., one that has discretionary authority over project approval or permitting, to complete the CEQA process.

1. Describe how your project complies with the requirements for the use of an Environmental Impact Report per CEQA:

2. Submit the Draft and Final Environmental Impact Report along with any Mitigation Monitoring or Reporting Plans, permits, surveys, and/or reports that have been completed to support this CEQA status. The EIR documentation must be accompanied by a signed, approved Notice of Determination, which must bear a date stamp to show that it has been filed with the State Clearinghouse and/or County Clerk, as required by CEQA.

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**NEPA STATUS**

**(Applicable to federal applicants, some tribal organizations, and applicants receiving federal funding or conducting activities on federal lands)**

Check the box that corresponds with the NEPA compliance for your project.

☐ **Categorical Exclusion**

1. Describe how your project complies with the requirements for claiming a Categorical Exclusion per NEPA:

2. Submit the signed, approved Decision Memo and Categorical Exclusion, as well as documentation to support the Categorical Exclusion, including any permits, surveys, and/or reports that have been completed to support this NEPA status:

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☐ **Environmental Assessment & Finding of No Significant Impact**

1. Describe how your project complies with the requirements for the use of an Environmental Assessment and Finding of No Significant Impact per NEPA:

2. Submit the signed, approved Environmental Assessment and Finding of No Significant Impact along with any permits, surveys, and/or reports that have been completed to support this NEPA status.

---

☐ **Environmental Impact Statement**

1. Describe how your project complies with the requirements for the use of an Environmental Impact Statement per NEPA:

2. Submit the Draft and approved, Final Environmental Impact Statement, along with the Record of Decision and any permits, surveys, and/or reports that have been completed to support this NEPA status.

## Notice of Exemption

To: Office of Planning and Research  
P.O. Box 3044, Room 212  
Sacramento, CA 95812-3044

From: California Department of Fish & Game  
1416 9th Street, 12th Floor Sacramento, CA

(Address)

County Clerk

County of \_\_\_\_\_

Project Title: The Upper Long Valley Creek Agricultural Lands Improvement Project

### Project Location – Specific:

Hallelujah Junction Wildlife Area - the Upper Long Valley Creek watershed located in far eastern Sierra County adjacent to the California-Nevada border, just north of Bordertown, Nevada.

Project Location – City: N/A

Project Location – County: Sierra

### Description of Nature, Purpose and Beneficiaries of Project:

The project is a comprehensive weed control program that involves both public and private lands within the Upper Long Valley Creek watershed. The project is expected to improve both wildlife habitat quality and the condition of agricultural lands within the project area and, potentially, downstream. The project will help to sustain the economic viability of project area ranches by maintaining forage quality and the integrity of the grazing lands and associated riparian corridor.

Name of Public Agency Approving Project: CA Dept of Fish & Game

Name of Person or Agency Carrying Out Project: CA Dept of Fish & Game

### Exempt Status: (check one)

- ☐ Ministerial (Sec. 21080(b)(1); 15268);
- ☐ Declared Emergency (Sec. 21080(b)(3); 15269(a));
- ☐ Emergency Project (Sec. 21080(b)(4); 15269(b)(c));
- ☒ Categorical Exemption. State type and section number: CCR §15304.4
- ☐ Statutory Exemptions. State code number: \_\_\_\_\_

### Reasons why project is exempt:

Project activities will result in the removal of small populations of noxious weeds by work crews consisting of four to eight people using hand-held equipment. Impacts to native plant species will be insignificant. Special status wildlife species have been surveyed and project activities will occur in a manner or in time frames that will avoid disturbance impacts. The herbicides to be used during the project are not restricted and pose insignificant toxicity risks to non-target wildlife species.

### Lead Agency

Contact Person: Joel Trumbo

Area Code/Telephone/Extension: (916) 445-8544

Signature: \_\_\_\_\_

Date: 10/8/2012

Title: Staff Environmental Scientist

☒ Signed by Lead Agency

☐ Signed by Applicant

Date received for filing at OPR: \_\_\_\_\_

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Chico, CA 95928  
Phone (530) 898-6256  
*neinfocntr@csuchico.edu*

---

**Request for Record Search (Non-Archaeologist)**

**Project Reference Number:** \_\_\_\_\_

**Project Title:** Upper Long Valley Creek Agricultural Lands Improvement Project

**Assessor's Parcel Number(s):**

021-100-010	021-040-022
021-100-011	021-040-023
021-100-014	021-040-024
021-100-015	021-040-025
021-100-018	021-040-026
021-100-020	021-020-002
021-090-006	021-020-008
021-080-001	021-020-016
021-080-006	021-020-022
021-080-012	021-020-023
021-080-014	021-020-025
021-080-016	021-020-026
021-080-018	021-020-027
021-040-009	021-020-028
021-040-010	021-020-029
021-040-020	

**Project Acreage or Linear Miles:** Roughly 7 linear miles and 3,850 acres

**Street Address:** N/A

**Project Description:** Noxious weed control within public and private lands of the Long Valley Creek, Purdy Creek, Balls Canyon, and Evans Canyon riparian corridors and adjacent uplands. Weed treatment will consist of herbicide application using backpack sprayers, and occasional mechanical treatment (hand pulling, flower heading, weed whacking, grazing, and possibly disking) depending on species, location and time of year.

**County:** Sierra

**Project Location:**

Township	Range	Section
20N	18E	6
21N	18E	31
21N	18E	30
21N	18E	19
21N	18E	18

21N	17E	25
21N	17E	24
21N	17E	13
21N	17E	12
21N	17E	11
21N	17E	1
21N	17E	2

**USGS 7.5' Topographic Quadrangle Map(s):** Evans Canyon Quad, California-Nevada

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**Please enclose a copy of the relevant portion  
of the 1:24,000 USGS 7.5' quadrangle map (1:1)  
with the project area clearly and accurately outlined**

**Contact Person:** Regine Miller, SCFSWC Watershed Coordinator

**Contact Phone Number:** (530) 277-3843

**Billing Instructions:** Please mail the invoice to:

Sierra County Fire Safe Watershed Council  
P.O. Box 210  
Calpine, CA 96124

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***\*\*\*Please include pertinent project application paperwork describing the nature of the project, potential ground disturbance, existing modifications to the property, copies of photographs of project area, etc.***

Northeast Center of the  
California Historical Resources  
Information System

BUTTE  
GLENN  
LASSEN  
MODOC  
PLUMAS  
SHASTA

SIERRA  
SISKIYOU  
SUTTER  
TEHAMA  
TRINITY

123 West 6th Street, Suite 100  
Chico CA 95928  
Phone (530) 898-6256  
*neinfocntr@csuchico.edu*

---

October 9, 2012

Sierra County Fire Safe and Watershed Council  
P.O. Box 210  
Calpine, CA 96124  
ATTN: Ms. Regine Miller

**I.C. File # N12-1  
Records Search**

RE: Upper Long Valley Creek Agricultural Lands Improvement Project/APNs: 021-100-010, 011, -014, -015, -018, -020; 021-090-006; 021-080-001, -006, -012, -014, -016, -018; 021-040-009, -010, -020, -022, -023, -024, -025, -026; 021-020-002, -008, -016, -022, -023, -025, -026, -027, -028, and -029  
T20N, R18W, S6, 31, 30, 19, 18; T21N, R17E, S25, 24, 13, 12, 11, 2, 1  
USGS Evans Canyon 7.5' and Loyaltan 15' quads  
7miles linear plus 3,850 acres (Sierra County)

Dear Ms. Miller,

In response to your request, a records search for the project cited above was conducted by examining the official maps and records for archaeological sites and surveys in Sierra County.

**RESULTS:**

**Prehistoric Resources:** According to our records, nine prehistoric sites have been recorded in the project area. Please refer to Table 1 for State numbers and site descriptions. Additionally, nine sites of this type have been recorded in the project vicinity, consisting of campsites with flake tools and grinding tool fragments. The project is located in a boundary region utilized by Washoe and Nisenan populations. Unrecorded prehistoric cultural resources may be located in the project area.



**Table 1, Prehistoric Sites Recorded in the Project Area**

State Number	Site Description
CA-SIE-715	Lithic scatter
CA-SIE-716	Lithic scatter, ground stone artifact
CA-SIE-717	Lithic scatter
CA-SIE-718	Lithic scatter
CA-SIE-719/H	Lithic scatter, refuse deposit
CA-SIE-805/H	Lithic scatter
CA-SIE-806/H	Lithic scatter
CA-SIE-813/H	Isolated flake tool

**Historic Resources:** According to our records, seven historic sites have been recorded in the project area. Please refer to Table 2 for State numbers and site descriptions. Additionally, six sites of this type have been recorded in the project vicinity consisting of Refuse deposits. Unrecorded historic cultural resources may be located in the project area.

**Table 2, Historic Sites Recorded in the Project Area**

State Number	Site Description
CA-SIE-719/H	Refuse deposit
CA-SIE-720H	Ranch with four structures, corrals, and refuse deposit
CA-SIE-805/H	Isolated tobacco tin
CA-SIE-806/H	Refuse deposit
CA-SIE-809H	Refuse deposit
CA-SIE-812H	Refuse deposit
CA-SIE-813/H	Refuse deposit

The USGS Loyalton (1955) 7.5' quad map indicates that a Jeep trail, Peavine, roads, structures, a windmill, intermittent streams, ravine ponds, Purdy Horizontal Control Station, Western Pacific Railroad, and Upper Long Valley are located in the project area, while Balls Canyon, Evans Canyon, Toiyabe National Forest, Washoe County, roads, and U.S. Route 395 are in the project vicinity. Also, Oregon California Trails Association (OCTA) Map CA-BT-1 Evans Canyon indicates that the Historic Beckwourth Emigrant Trail may be located in or adjacent to the project area. The project area is located east of the Sierra City Historic Gold Mining District.

Sierra County was organized from part of Yuba County in 1852, and Downieville is the county seat. After gold mining, sawmilling and lumber operations were Sierra County's leading industries. By 1859, 21 steam and eleven water-powered sawmills were processing 16,000,000 board feet of lumber annually.

**Literature Search:** The official records and maps for archaeological sites and surveys in Sierra County were reviewed. Also reviewed: **National Register of Historic Places - Listed properties and Determined Eligible Properties** (2012); **California Register of Historical Resources** (2012); **California Points of Historical Interest** (2012); **California Inventory of Historic Resources** (1976); **California Historical Landmarks** (2012); **Directory of Properties in the Historic Property Data Files for Sierra County** (2012); **Gold Districts of California** (2005); **Handbook of North American Indians, Vol. 8, California** (1978); **Historic Spots in California** (2002).

**Previous Archaeological Investigations:** According to our records, portions of the project area have been previously surveyed for cultural resources by professional archaeologists. The reports are listed below:

Gerry, Robert A. (Peak & Associates, Inc.)

1992 *Cultural Resource Assessment of the Proposed Evans Ranch Subdivision, Sierra County, California.*

**IC Report 1203**

Resources:

CA-SIE-715

CA-SIE-716

CA-SIE-717

CA-SIE-718

CA-SIE-719/H

CA-SIE-720/H

CA-SIE-721

Todd, C. (Toiyabe National Forest)

1989 *Cultural Resources Summary Report for the Sierra Pacific Power Company Powell Residence Powerline Project, Sierra County, California.*

**IC Report 10711**

## **RECOMMENDATIONS:**

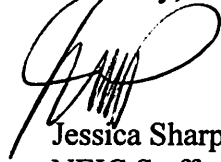
Based upon the above information, local topography, and regional history, the project appears to be located in an area considered to be highly sensitive for prehistoric and historical resources. Washoe and Nisenan populations used the local region for seasonal and permanent settlement, as well as for the gathering of roots and seeds, fishing, and hunting seasonal waterfowl and game. Most plants and animals had multiple uses, serving subsistence, religious, and material necessities. Historically, the region was utilized for lumber, and transportation operations.

Therefore, due to lack of complete survey of the project area and because the above listed reports do not meet current standards, we recommend that a professional archaeologist be contacted to conduct a cultural resources survey and review of the project area. The project archaeologist will be able to offer recommendations for protection or mitigation of previously recorded sites as well as any new cultural resources that may be encountered as a result of the cultural resource survey. The project archaeologist should also contact the appropriate local Native American representatives for information regarding traditional cultural properties that may be located within project boundaries for which we have no records. This person may also want to consult historic General Land Office (GLO) plat maps in order to aid in the identification of unrecorded historic sites, which may be located within project boundaries. For information regarding qualified cultural resources professionals, please visit the CHRIS consultant list at <http://www.chrisinfo.org/> for more information. Copies of resource records and reports will be available to the project archaeologist upon request.

During any phase of parcel development, if any potential prehistoric, protohistoric, and/or historic cultural resources are encountered, all work should cease in the area of the find pending an examination of the site and materials by the project archaeologist. This request to cease work in the area of a potential cultural resource find should be made a condition of project approval. This condition is intended for accidental discoveries made during construction activities, and does not replace the need for a Phase I investigation that assists planners and developers in meeting California Environmental Quality Act (CEQA) obligations during the Initial Study planning phase. The recommendation for a Phase I Cultural Resource Evaluation enables the lead agency to fulfill their obligations under CEQA to identify potentially significant historical resources. A Phase I investigation includes background research (record search), a field inspection, and report documenting the presence or absence of prehistoric or historic features, buildings, or archaeological sites. If potentially significant sites are identified during the Phase I investigation, further work may be necessary to determine site significance as well as appropriate protection or mitigation measures.

The fee for this records search is \$450.00 (3 hours Information Center Time @ \$150.00 per hour). An invoice will follow from the CSUC Research Foundation for billing purposes. Thank you for your dedication preserving Sierra County's and California's irreplaceable cultural heritages. Please feel free to contact us if you have any questions or need further information or assistance. Copies of the records discussed in this letter are available to the project archaeologist upon request.

Sincerely,

A handwritten signature in black ink, appearing to read 'Jessica Sharp', with a large, stylized loop at the end.

Jessica Sharp, B. A.  
NEIC Staff

Record	QUADNAME	ELMCODE	SCINAME	COMNAME	FEDSTATUS	CALSTATUS
1	Beckwourth Pass	ABNKC19070	Buteo swainsoni	Swainson's hawk	None	Threatened
2	Beckwourth Pass	IIHYM70010	Argochrysis lassenaie	Lassen cuckoo wasp	None	None
3	Beckwourth Pass	IMGASJ0A30	Pyrgulopsis longae	Long Valley pyrg	None	None
4	Beckwourth Pass	PDAST3M2U0	Erigeron eatonii var. nevadincola	Nevada daisy	None	None
5	Beckwourth Pass	PDCAR0E011	Loeflingia squarrosa var. artemisiarum	sagebrush loeflingia	None	None
6	Beckwourth Pass	PDFAB0F783	Astragalus pulsiferae var. pulsiferae	Pulsifer's milk-vetch	None	None
7	Beckwourth Pass	PDONA031M1	Camissonia tanacetifolia ssp. quadriperforata	Sierra Valley evening-primrose	None	None
8	Beckwourth Pass	PDPGN084C6	Eriogonum ochrocephalum var. ochrocephalum	ochre-flowered buckwheat	None	None
9	Beckwourth Pass	PDPGN0P1K0	Rumex venosus	winged dock	None	None
10	Beckwourth Pass	PDROS0X031	Ivesia baileyi var. baileyi	Bailey's ivesia	None	None
11	Beckwourth Pass	PMPOT03081	Potamogeton epihydrus	Nuttall's ribbon-leaved pondweed	None	None
12	Chilcoot	ABNKD06090	Falco mexicanus	prairie falcon	None	None
13	Chilcoot	PDBRA2E060	Stanleya viridiflora	green-flowered prince's plume	None	None
14	Chilcoot	PDFAB0F783	Astragalus pulsiferae var. pulsiferae	Pulsifer's milk-vetch	None	None
15	Chilcoot	PDONA031M1	Camissonia tanacetifolia ssp. quadriperforata	Sierra Valley evening-primrose	None	None
16	Chilcoot	PDROS0X011	Ivesia aperta var. aperta	Sierra Valley ivesia	None	None
17	Chilcoot	PDROS0X0Q0	Ivesia webberi	Webber's ivesia	Candidate	None
18	Dog Valley	ABNKD10010	Haliaeetus leucocephalus	bald eagle	Delisted	Endangered
19	Dog Valley	AMAJF04010	Taxidea taxus	American badger	None	None
20	Dog Valley	PDAST530C0	Hymenoxys lemmonii	alkali hymenoxys	None	None
21	Dog Valley	PDPGN086U9	Eriogonum umbellatum var. torreyanum	Donner Pass buckwheat	None	None
22	Dog Valley	PDROS0X012	Ivesia aperta var. canina	Dog Valley ivesia	None	None
23	Dog Valley	PDROS0X0K0	Ivesia sericoleuca	Plumas ivesia	None	None
24	Dog Valley	PDROS0X0Q0	Ivesia webberi	Webber's ivesia	Candidate	None
25	Evans Canyon	PDAST3M2U0	Erigeron eatonii var. nevadincola	Nevada daisy	None	None
26	Evans Canyon	PDFAB0F090	Astragalus agrestis	field milk-vetch	None	None
27	Evans Canyon	PDROS0X011	Ivesia aperta var. aperta	Sierra Valley ivesia	None	None
28	Evans Canyon	PDROS0X0Q0	Ivesia webberi	Webber's ivesia	Candidate	None
29	Evans Canyon	PDVIO04420	Viola purpurea ssp. aurea	golden violet	None	None
30	Loyalton	ABNKD06090	Falco mexicanus	prairie falcon	None	None
31	Loyalton	AMAJF04010	Taxidea taxus	American badger	None	None
32	Loyalton	PDFAB0F4N0	Astragalus lemmonii	Lemmon's milk-vetch	None	None
33	Loyalton	PDONA031M1	Camissonia tanacetifolia ssp. quadriperforata	Sierra Valley evening-primrose	None	None
34	Loyalton	PDROS0X011	Ivesia aperta var. aperta	Sierra Valley ivesia	None	None
35	Sardine Peak	ABNMK01014	Grus canadensis tabida	greater sandhill crane	None	Threatened
36	Sardine Peak	AMAEB03012	Lepus americanus tahoensis	Sierra Nevada snowshoe hare	None	None
37	Sardine Peak	AMAJF04010	Taxidea taxus	American badger	None	None
38	Sardine Peak	PDAST530C0	Hymenoxys lemmonii	alkali hymenoxys	None	None
39	Sardine Peak	PDROS0X011	Ivesia aperta var. aperta	Sierra Valley ivesia	None	None
40	Sardine Peak	PDROS0X0K0	Ivesia sericoleuca	Plumas ivesia	None	None
41	Sardine Peak	PPOPH01080	Botrychium lunaria	common moonwort	None	None



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**Honey Lake Valley Resource Conservation District**

170 Russell Ave., Suite C - Susanville, CA 96130 - Phone (530) 257-7272, Ext. 101

October 9, 2012

Sierra Nevada Conservancy  
11521 Blocker Drive, Suite 205  
Auburn, CA 95603

Re: Letter of Support for the SCFSWC's *Upper Long Valley Agricultural Lands Improvement Project* Application

To Whom It May Concern:

I am writing on behalf of the Honey Lake Valley Resource Conservation District, (HLV RCD) in support of the Sierra County Fire Safe and Watershed Council's (SCFSWC) application for funding the *Upper Long Valley Agricultural Lands Improvement Project*.

This application focuses on weed control on both private and publically owned lands. The project will strategically control noxious weeds beginning on private lands in the upper watershed extending downstream into the DFG Hallelujah Junction Wildlife Area. Noxious weed control in this watershed will aid in improving habitat quality and the condition of agricultural lands within the project area and downstream. The project will also help to sustain the economic viability of the ranching lands by maintaining forage quality and the integrity of the grazing lands and associated riparian corridors

The SCFSWC's proposed project is an integral step in the long-term strategy to control noxious weeds in the Long Valley Creek watershed. The HLV RCD values these efforts and commits to supporting the Agricultural Landowners in Long Valley in addition to the SCFSWC in this project. Specifically, The HLV RCD believes this project would fit into the weed control strategy that is being developed for future funding by the Integrated Regional Water Management program through the Department of Water Resources. It would be the nexus of planning and implementation that could fund future efforts to control weeds on the Long Valley Creek.

I support the proposed project and agree that funding a weed control project in the upper Long Valley Creek watershed will be a good investment of public funds in Sierra County.

Sincerely,

Tim Keesey  
Watershed Coordinator

United States Department of Agriculture



Natural Resources Conservation Service  
California State Office  
PO Box 3562  
Quincy CA, 95971  
(530) 283-7511  
(530) 283-7736 (Fax)

Helping People Help The Land

Sierra Nevada Conservancy  
11521 Blocker Drive, Suite 205  
Auburn, CA 95603

Re: Letter of Support for the SCFSWC's *Upper Long Valley Agricultural Lands Improvement Project* Application

To Whom It May Concern:

October 9, 2012

I am writing on behalf of the Natural Resources Conservation Service (NRCS) in support of the Sierra County Fire Safe and Watershed Council's (SCFSWC) application for funding the *Upper Long Valley Agricultural Lands Improvement Project*.

This application focuses on weed control on both private and publically owned lands. The project will strategically control noxious weeds beginning on private lands in the upper watershed extending downstream into the DFG Hallelujah Junction Wildlife Area. Noxious weed control in this watershed will aid in improving habitat quality and the condition of agricultural lands within the project area and downstream. The project will also help to sustain the economic viability of the ranching lands by maintaining forage quality and the integrity of the grazing lands and associated riparian corridors

The SCFSWC's proposed project is an integral step in the long-term strategy to control noxious weeds in the Long Valley Creek watershed. The NRCS values these efforts and commits to partnering with the SCFSWC in this project. Specifically, NRCS has generously committed in-kind support by continuing to engage with the participating landowners to develop landowner contracts. Further, NRCS has offered to designate these contracts as high priorities thereby increasing the likelihood they will receive funding.

I support the proposed project and agree that funding a weed control project in the upper Long Valley Creek watershed will be a good investment of public funds in Sierra County.

Sincerely,

A handwritten signature in black ink, appearing to read "Dan Martynn", with a long horizontal line extending to the right.

Dan Z. Martynn  
District Conservationist  
Plumas / Sierra Co's

The Natural Resources Conservation Service provides leadership in a partnership effort to help people conserve, maintain, and improve our natural resources and environment.

An Equal Opportunity Provider and Employer



Sierra Nevada Conservancy  
11521 Blocker Drive, Suite 205  
Auburn, CA 95603

Re: Letter of Support for the SCFSWC's *Upper Long Valley Agricultural Lands Improvement Project* Application

To Whom It May Concern:

October 10, 2012

**Officers**

Trent Schmidt, Chair  
Karen Ross, Vice Chair  
Harry Parsons, Treasurer  
Reed Simmons, Secretary

**Trustees**

Candace Evert  
Jim Greil  
Ron Johnson  
Debbie Leonard  
Tjina Miller  
Karen Mullen-Ehly

**Advisory Board**

Nazir Ansari  
Stephen Ascuaga  
Chris Barrett  
David Bobzien  
Jack Byrom  
Jean Carbon  
Joe Crowley  
Stacey Crowley  
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Karen Dennison  
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Alan Means  
Willie Molini  
David E. Moore  
Tina Nappe  
Katy Simon  
Gene Sullivan  
Caryn Swobe  
William Thornton  
Jack Trainor  
Sue Wagner  
Don Wilkerson  
Brad Woodring  
Gregg Zive

**Staff**

Alicia Reban,  
Co-Executive Director  
Chuck Pope,  
Co-Executive Director  
Becky Stock,  
Projects Director  
Sonya Giroux,  
Operations and Finance Director  
Patricia McCleary,  
Conservation Director  
Sarah McNeal,  
Operations & Accreditation  
Coordinator  
Ela Zawadzka,  
Outreach, Development &  
Communications Coordinator  
Lynda Nelson,  
Restoration Director  
Tracy Visher,  
Restoration Coordinator

I am writing on behalf of the Nevada Land Trust, (NLT) in support of the Sierra County Fire Safe and Watershed Council's (SCFSWC) application for funding the *Upper Long Valley Agricultural Lands Improvement Project*.

This application focuses on weed control on both private and publically owned lands. The project will strategically control noxious weeds beginning on private lands in the upper watershed extending downstream into the DFG Hallelujah Junction Wildlife Area. Noxious weed control in this watershed will aid in improving habitat quality and the condition of agricultural lands within the project area and downstream. The project will also help to sustain the economic viability of the ranching lands by maintaining forage quality and the integrity of the grazing lands and associated riparian corridors

The SCFSWC's proposed project is an integral step in the long-term strategy to control noxious weeds in the Long Valley Creek watershed. The NLT believes this project shows a forward thinking approach toward the control of noxious weeds in the area that is often considered "no man's land". The proposed treatment shows a no boundary line approach to addressing, noxious weeds. This issue is a major resource management conundrum that plagues vast regions of the Great Basin in addition to the land behind Boardertown along highway 395, in Sierra County.

The Nevada Land Trust support the proposed project and agree that funding a weed control project in the upper Long Valley Creek watershed will be a good investment of public funds in Sierra County.

Sincerely,

Alicia Reban, Co-Executive Director  
Nevada Land Trust






# UNIVERSITY OF CALIFORNIA COOPERATIVE EXTENSION

PLUMAS-SIERRA COUNTIES  
208 FAIRGROUNDS ROAD  
QUINCY, CA 95971

PHONE (530) 283-6262  
EMAIL [hageorge@ucdavis.edu](mailto:hageorge@ucdavis.edu)

 FAX (530) 283-4210  
TDD (800) 698-4544

October 10, 2012

Sierra Nevada Conservancy  
11521 Blocker Drive, Suite 205  
Auburn, CA 95603

**Re: Letter of Support for the SCFSWC's *Upper Long Valley Agricultural Lands Improvement Project* Application**

To Whom It May Concern:

I am writing on behalf of the University of California Cooperative Extension in Plumas and Sierra Counties, (UCCE) in support of the Sierra County Fire Safe and Watershed Council's (SCFSWC) application for funding the *Upper Long Valley Agricultural Lands Improvement Project*.

This application focuses on weed control on both private and publically owned lands. The project will strategically control noxious weeds beginning on private lands in the upper watershed extending downstream onto the Department of Fish and Game Hallelujah Junction Wildlife Area. Noxious weed control in this watershed will aid in improving habitat quality and the condition of agricultural lands within the project area and downstream. The project will also help to sustain the economic viability of the ranching lands by maintaining forage quality and the integrity of the grazing lands and associated riparian corridors.

The SCFSWC's proposal focuses on working with landowners in Long Valley which is an underserved area of Sierra County. I work with some of these agricultural landowners via the Plumas-Sierra Community Food Council as they are engaged in progressive agricultural enterprises including direct sales of diverse products as well as couple exploring agricultural tourism. This project is an integral step in the long-term strategy to control noxious weeds in the Long Valley Creek watershed and compliments to the other noxious weeds proposals from Lassen, Plumas and Sierra Counties.

I support the proposed project and agree that funding a weed control project in the upper Long Valley Creek watershed will be a good investment of public funds in Sierra County.

Sincerely,



Holly George

Livestock/Natural Resources Advisor and County Department Head

If you need assistance, or require accommodations for any physical challenge, please let us know  
UNIVERSITY OF CALIFORNIA, U.S. DEPARTMENT OF AGRICULTURE AND PLUMAS-SIERRA COUNTIES COOPERATING



State of California – Natural Resources Agency  
DEPARTMENT OF FISH AND GAME  
Northern Central Region  
1701 Nimbus Road, Suite A  
Rancho Cordova, CA 95670  
[www.dfg.ca.gov](http://www.dfg.ca.gov)

*EDMUND G. BROWN, Jr., Governor*  
*CHARLTON H. BONHAM, Director*



October 11, 2012

Sierra Nevada Conservancy  
11521 Blocker Drive, Suite 205  
Auburn, CA 95603

Re: Letter of Support for the SCFSWC's *Upper Long Valley Agricultural Lands Improvement Project Application*

To Whom It May Concern:

I am writing on behalf of the California Department of Fish and Game (DFG) in support of the Sierra County Fire Safe and Watershed Council's (SCFSWC) application for funding the *Upper Long Valley Agricultural Lands Improvement Project*.

This application focuses on weed control on both private and publically owned lands. The project will strategically control noxious weeds beginning on private lands in the upper watershed extending downstream into the DFG Hallelujah Junction Wildlife Area. Noxious weed control in this watershed will aid in improving habitat quality and the condition of agricultural lands within the project area and downstream. The project will also help to sustain the economic viability of the ranching lands by maintaining forage quality and the integrity of the grazing lands and associated riparian corridors.

The SCFSWC's proposed project is an integral step in the long-term strategy to control noxious weeds in the Long Valley Creek watershed. The DFG values these efforts and commits to partnering with the SCFSWC in this project. Specifically, DFG will contribute kin-kind support by assisting with the project's annual noxious weed education workshops, organizing and conducting landowner/Pest Control Advisor meetings and developing treatment prescriptions, overseeing weed control activities in the field, mapping the acreage of land improved, and conducting quantitative monitoring. I support the proposed project and agree that funding a weed control project in the upper Long Valley Creek watershed will be a good investment of public funds in Sierra County.

Sincerely,

Tina Bartlett  
Acting North Central Region Manager  
California Department of Fish and Game

**SIERRA COUNTY**

Board of Supervisors  
P.O. Drawer D  
Downieville, California 95936  
Telephone (530) 289-3295  
Fax (530) 289-2830



October 16, 2012

The Sierra Nevada Conservancy  
11521 Blocker Drive, Suite 205  
Auburn, CA 95603

To Whom It May Concern:

The Sierra County Board of Supervisors has reviewed three applications submitted for noxious weed prevention and abatement and other water quality activities in Sierra and Plumas counties under the Sierra Nevada Conservancy's Proposition 84 grant program.

While we support the work being proposed in all three grant applications, we consider the application submitted by the Sierra Valley Resource Conservation District "The Sierra Valley Agricultural Water Quality and Habitat Enhancement Project" to be the highest priority for our county. This project will greatly benefit and help preserve the agricultural lands in Sierra Valley while meeting the goals of Proposition 84. #699

Our second priority is the application submitted by the Plumas-Sierra County Agricultural Commissioner for a project for prevention and abatement of noxious weeds in Plumas and Sierra counties. The commissioner's office has worked with land owners and counties for many years to control noxious weeds and this continues to be a significant benefit to, and high priority for, our counties. #750

We also support as our third priority the work being proposed by the Sierra County Fire Safe and Watershed Council under its application "The Upper Long Valley Creek Agricultural Lands Improvement Project." All work done to prevent and abate noxious weeds in our region is a benefit to agricultural lands and other resources in our county. #666

Sincerely,

SIERRA COUNTY BOARD OF SUPERVISORS

Peter W. Huebner  
Chairman



Lee Adams  
District No. 1  
P.O. Box 1  
Downieville, CA 95936

Peter W. Huebner  
District No. 2  
P.O. Box 349  
Sierra City, CA 96125

Bill Nunes  
District No. 3  
P.O. Box 118  
Calipatria, CA 96124

David "Dave" Goicoechea  
District No. 4  
P.O. Box 883  
Loyalton, CA 96118

Scott A. Schlestein  
District No. 5  
P.O. Box 192  
Loyalton, CA 96118

# FAX

**BOARD OF SUPERVISORS**

TO:	Sierra Nevada Conservancy Attn: GRANTS	FROM:	Sierra County Board of Supervisors
FAX:	(530) 823-4665	FAX:	(530) 289-2830
PHONE:		PHONE:	(530) 289-3295
SUBJECT:	Water Quality Activities/Prop. 84 Grant	DATE:	October 19, 2012

COMMENTS: 2 pages including coversheet

Please find attached a letter regarding Prop. 84 Grant program approved by the Sierra County Board of Supervisors on October 16, 2012.

Thank you.

## **LONG-TERM MANAGEMENT AND SUSTAINABILITY**

## THE UPPER LONG VALLEY CREEK AGRICULTURAL LANDS PROJECT

### LONG-TERM MANAGEMENT PLAN

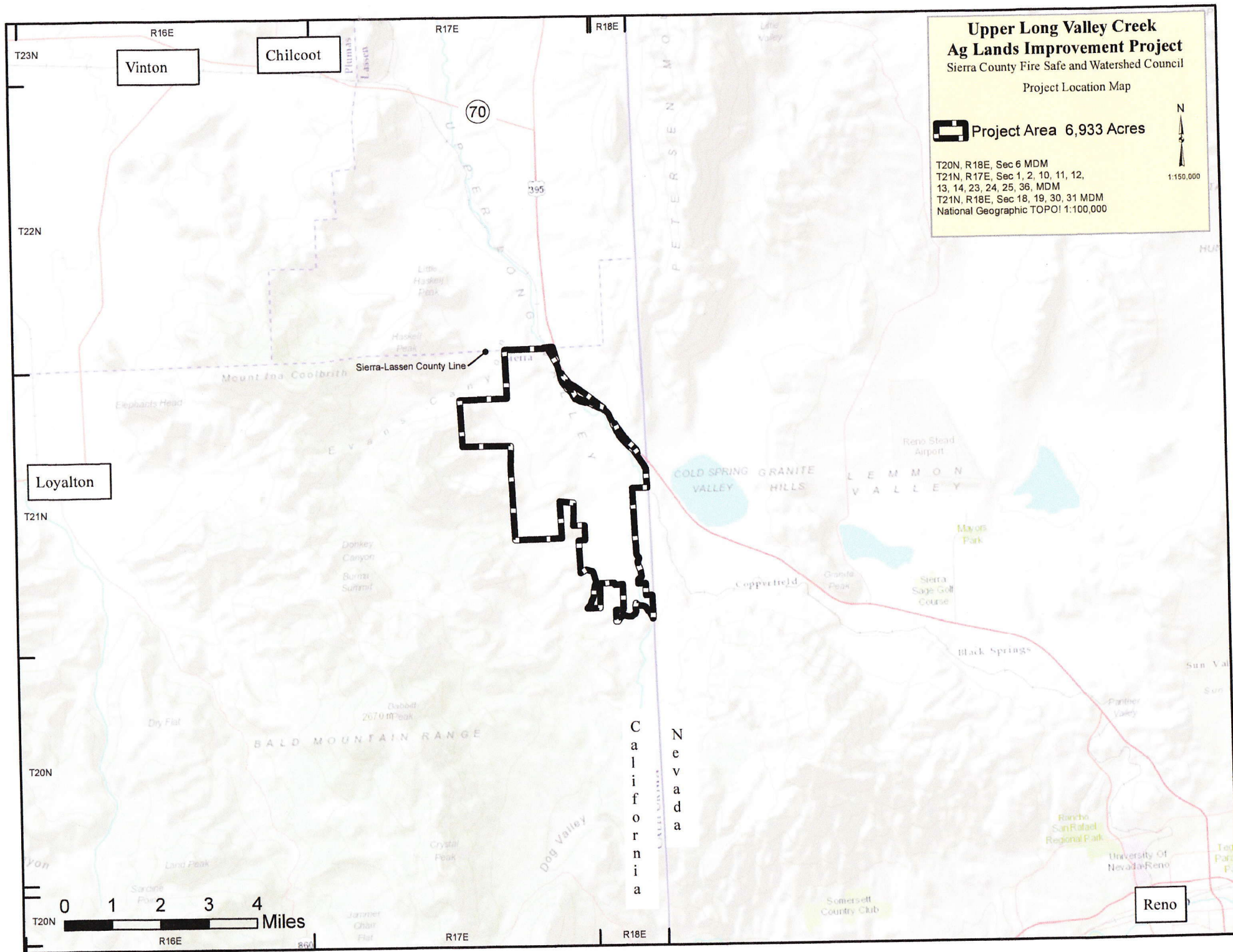
The long-term management of the Upper Long Valley Agricultural Lands Improvement Project is key to continuing to protect the ranching and agricultural lands within the project area itself as well as in downstream areas. Unfortunately, this project, similar to other noxious weed control programs throughout California, is largely dependent upon future funding which may limit accomplishing and financing long-term management.

This project will use an integrated approach to maintain the land improved as a result of this project for a minimum of 10 years. Multiple avenues are necessary given the widespread occurrence of weed infestations, jurisdictional limitations, and the dynamic nature of funding sources, among other reasons. The following means will be available to manage and sustain the project into the future:

1. The Plumas-Sierra Agriculture Department will be available to apply herbicide on private lands and County-owned right-of-ways as resources allow.
2. The Sierra Valley RCD will be available to apply herbicide on private lands within their district as their current and, potentially future, grant funding allows.
3. Participating private landowners will apply/hire certified contractors to apply herbicide to infestations on their land as resources allow.
4. The DFG will continue to utilize its Wildlife Area Manager and staff to apply herbicide to priority infestations as resources allow and as discussed in the Final Draft Land Management Plan for the Hallelujah Junction Wildlife Area (October 2009 <http://www.dfg.ca.gov/lands/mgmtplans/hjwa/>)
5. The NRCS will continue to engage with private landowners within the project area and designate projects associated with those landowner contracts as a high priority for funding.
6. The SCFSWC and project partners will seek future grant funding to hire contractors to spot treat the improved areas and, if possible, expand the treated areas downstream.
7. The SCFSWC in coordination with the HLV RCD will work to establish a Long Valley Creek Watershed Group in fall 2012-2013 with the widely accepted expectation that this group will identify noxious weed prevention/control as a priority issue and will develop and implement related projects within the project area as part of the Lahontan Basin Integrated Regional Water Management Plan.
8. The SCFSWC will work with the HLV RCD to establish one of its pilot perennial pepperweed control project sites within the HJWA should they be granted funding on their currently application with the SNC.

## **MAPS AND PHOTOS**







<u>APN</u>	<u>Owner</u>
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021-100-010	Stone House Ranch
021-100-011	Loverin
021-100-014	Sallaberry
021-100-015	Swanson\Ritter
021-100-018	Zebrack
021-100-020	Heaton\Baroli
021-090-006	California Fish & Game
021-080-001	California Fish & Game
021-080-006	California Fish & Game
021-080-012	California Fish & Game
021-080-014	California Fish & Game
021-080-016	California Fish & Game
021-080-018	California Fish & Game
021-040-009	California Fish & Game
021-040-010	California Fish & Game
021-040-020	California Fish & Game
021-040-022	California Fish & Game
021-040-023	California Fish & Game
021-040-024	California Fish & Game
021-040-025	California Fish & Game
021-040-026	California Fish & Game

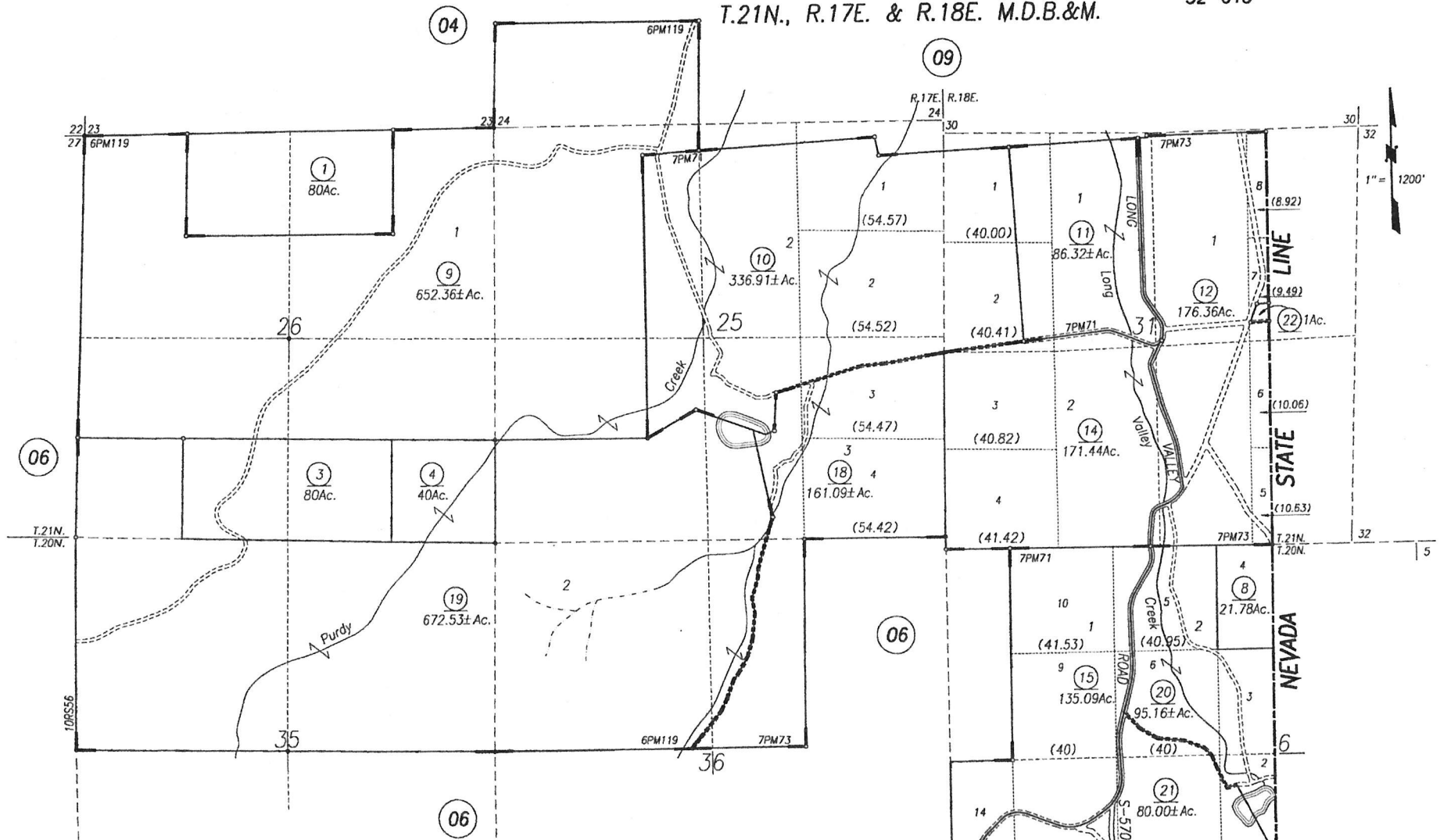
<u>APN</u>	<u>OWNER</u>
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021-020-002	California Fish & Game
021-020-008	California Fish & Game
021-020-016	California Fish & Game
021-020-022	California Fish & Game
021-020-023	California Fish & Game
021-020-025	California Fish & Game
021-020-026	California Fish & Game
021-020-027	California Fish & Game
021-020-028	California Fish & Game
021-020-029	California Fish & Game

T.20N., R.17E. & R.18E. M.D.B.&M.  
T.21N., R.17E. & R.18E. M.D.B.&M.

Tax Rate Area  
52-013

21-10



NOTE  
This map was prepared for assessment purposes only, and is not  
intended to illustrate legal building sites or supersede local ordinances.  
Official information concerning size or use of any parcel should be  
obtained from recorded documents and local governing agencies.

DRAWN	krn	7-29-1998	REVISED
REVISED			REVISED
REVISED			REVISED
REVISED			REVISED
Copyright 1998 By Sierra County Assessor's Office			

Assessor's Map Bk.21 - Pg.10  
County of Sierra, CA

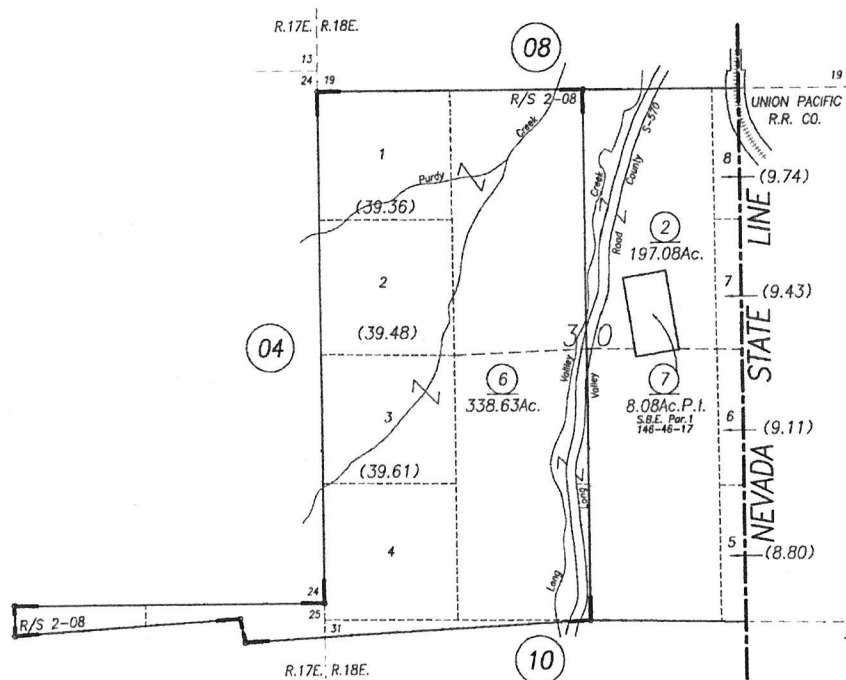
Assessor's Block Numbers Shown in Ellipses.  
Assessor's Parcel Numbers Shown in Circles.  
Mineral Right Parcels Shown Hatched.

Bk.  
22

T.21N., R.17E., & R.18E., M.D.B.&M.

Tax Rate Area  
52-013

21-09



Assessor's Map Bk.21 - Pg.09  
County of Sierra, CA

Assessor's Block Numbers Shown in Ellipses.  
Assessor's Parcel Numbers Shown in Circles.  
Mineral Right Parcels Shown Hatched.

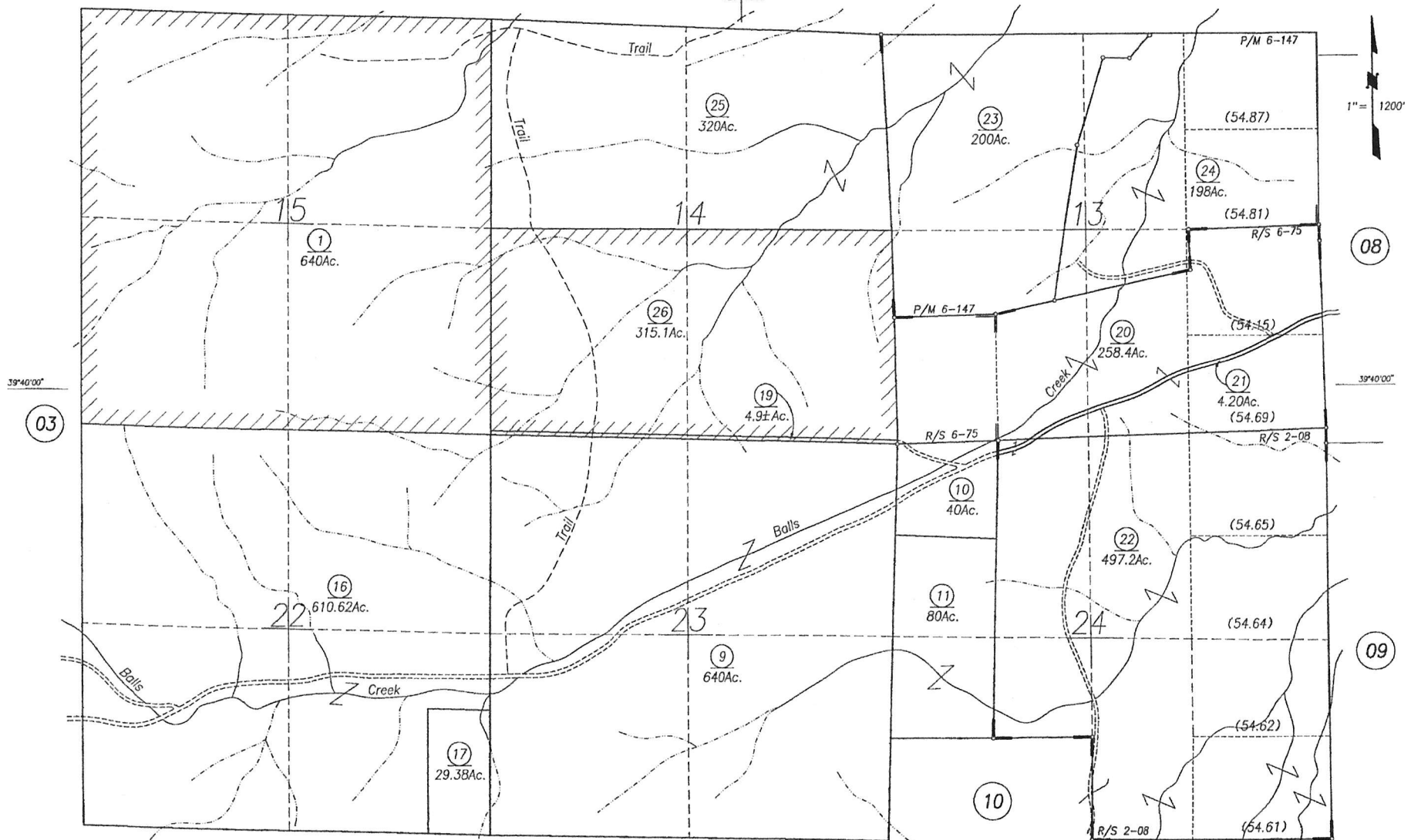
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DRAWN	km	9/15/1998	REVISED
REVISED	km	6/6/2001	REVISED
REVISED	km	10/08/2002	REVISED
REVISED			REVISED
Copyright 1998 By Sierra County Assessor's Office			

T.21N., R.17E., M.D.B.&M.

Tax Rate Area  
52-013

21-04



06

NOTE  
This map was prepared for assessment purposes only, and is not intended to illustrate legal building sites or supersede local ordinances. Official information concerning size or use of any parcel should be obtained from recorded documents and local governing agencies.

120° 02' 30"

DRAWN	km 7-23-1998	REVISED
REVISED	km 01/30/2004	REVISED
REVISED		REVISED
REVISED		REVISED
Copyright 1998 By Sierra County Assessor's Office		

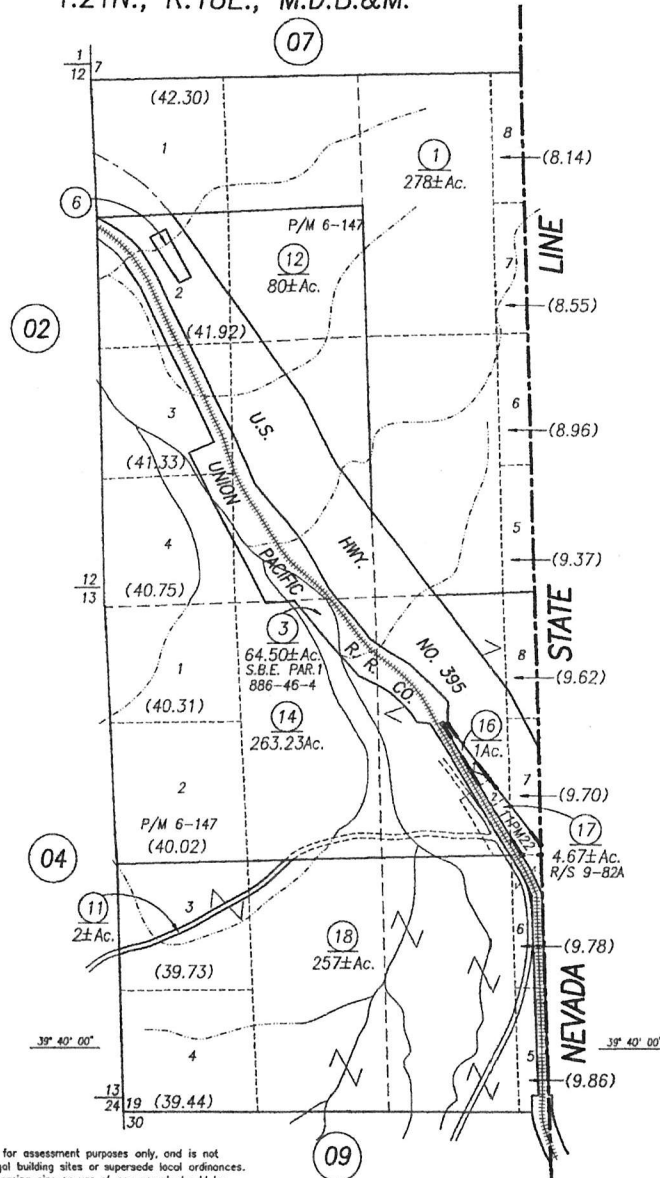
Assessor's Map Bk. 21 - Pg. 04  
County of Sierra, CA

Assessor's Block Numbers Shown in Ellipses.  
Assessor's Parcel Numbers Shown in Circles.  
Mineral Right Parcels Shown Hatched.

T.21N., R.18E., M.D.B.&M.

Tax Rate Area  
52-013

21-08



NOTE  
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intended to illustrate legal building sites or supersede local ordinances.  
Official information concerning size or use of any parcel should be  
obtained from recorded documents and local governing agencies.

Assessor's Map Bk. 21 - Pg. 08  
County of Sierra, CA

Assessor's Block Numbers Shown in Ellipses.  
Assessor's Parcel Numbers Shown in Circles.  
Mineral Right Parcels Shown Hatched.

DRAWN	krm 9-11-1998	REVISED
REVISED	krm 1-23-2001	REVISED
REVISED	krm 02/02/2004	REVISED
REVISED		REVISED
Copyright 1998 By Sierra County Assessor's Office		

21-02





# Upper Long Valley Creek

## Ag Lands Improvement Project

Sierra County Fire Safe and Watershed Council

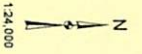
Site Plan Map

Project Area 6,933 Acres

### Ownership

Private 970 Acres

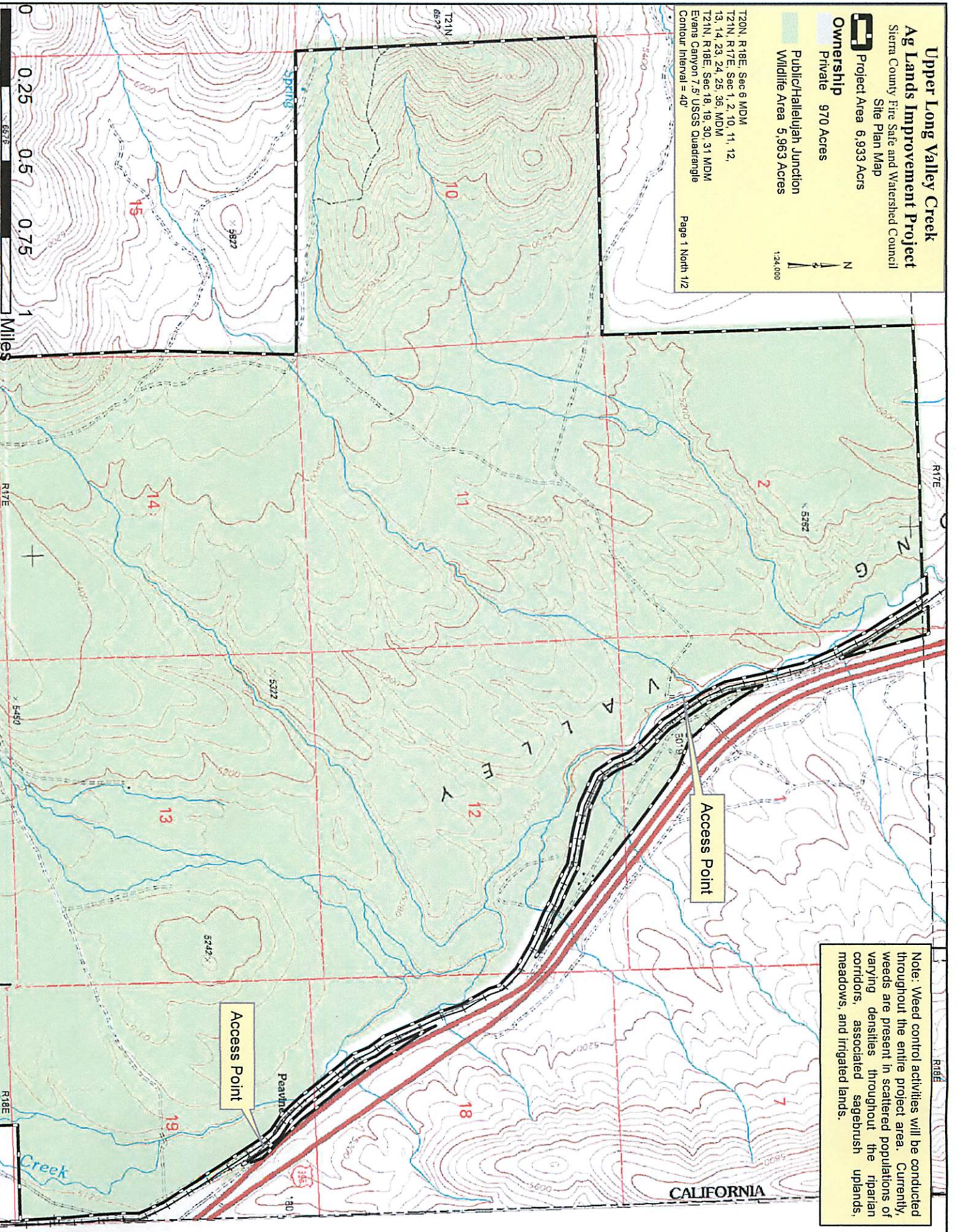
Public/Hallelujah Junction  
Wildlife Area 5,963 Acres



T20N, R18E, Sec 6 MDM  
T21N, R17E, Sec 1, 2, 10, 11, 12,  
13, 14, 23, 24, 25, 36 MDM  
T21N, R18E, Sec 18, 19, 30, 31 MDM  
Evans Canyon 7.5 USGS Quadangle  
Contour Interval = 40'

Page 1 North 1/2

Note: Weed control activities will be conducted throughout the entire project area. Currently, weeds are present in scattered populations of varying densities throughout the riparian corridors, associated sagebrush uplands, meadows, and irrigated lands.





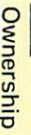
# Upper Long Valley Creek

## Ag Lands Improvement Project

Sierra County Fire Safe and Watershed Council

Site Plan Map

Project Area 6,933 Acres



Ownership

Private 970 Acres

Public/Hallelujah Junction  
Wildlife Area 5,963 Acres



T20N, R18E, Sec 6 MDM

T21N, R17E, Sec 1, 2, 10, 11, 12,

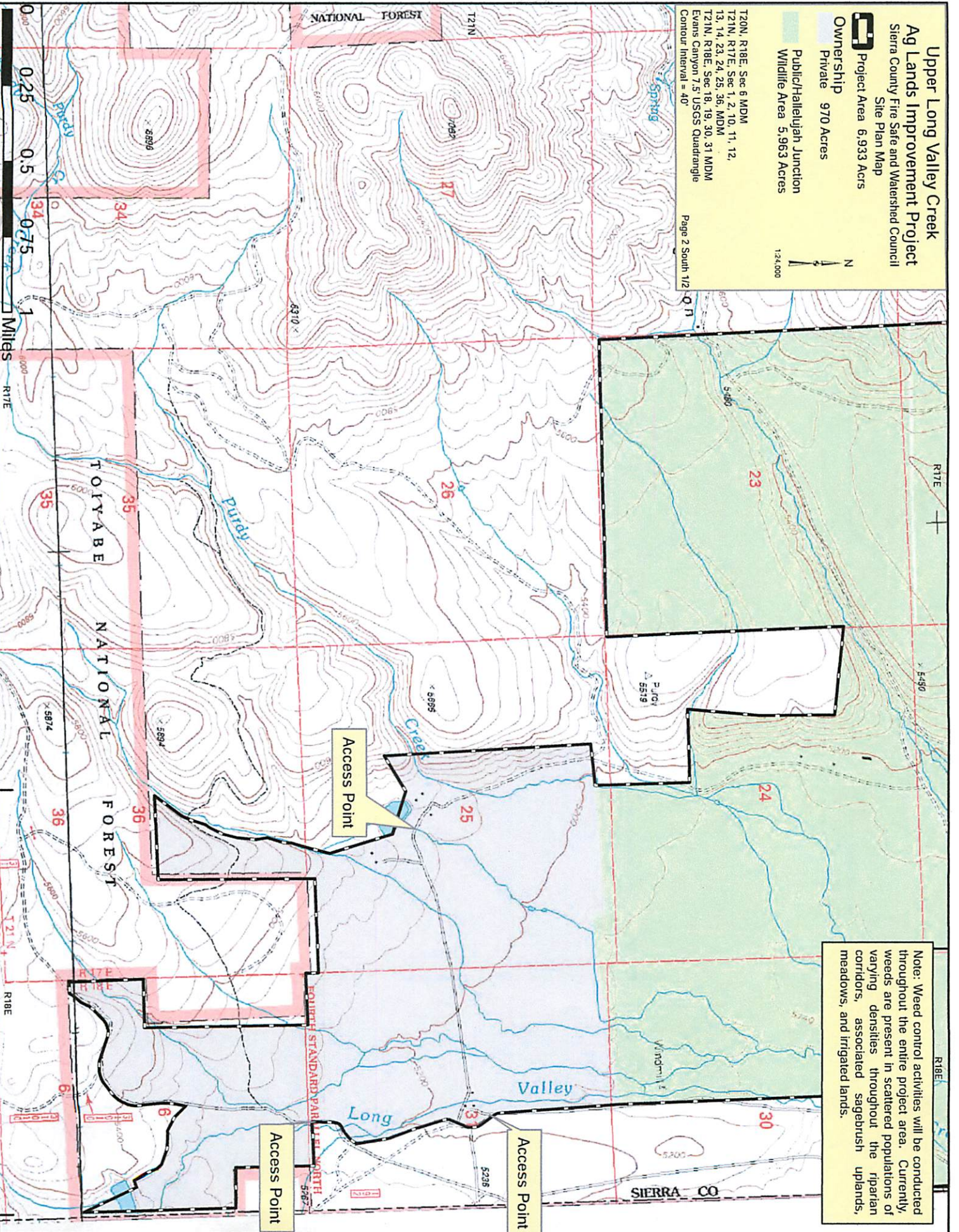
13, 14, 23, 24, 25, 36 MDM

T21N, R18E, Sec 18, 19, 30, 31 MDM

Evans Canyon 7.5 USGS Quadrangle

Page 2 South 1/2 Q 11

Note: Weed control activities will be conducted throughout the entire project area. Currently, weeds are present in scattered populations of varying densities throughout the riparian corridors, associated sagebrush uplands, meadows, and irrigated lands.





# Upper Long Valley Agricultural Lands Improvement project

Pepperweed within Sage dominated uplands on private holding.



Pepperweed adjacent to Hay field on private holding.



# Upper Long Valley Agricultural Lands Improvement project

Long Valley Creek looking up stream  
on private holding.



Long Valley Creek looking down stream  
on private holding.



# Upper Long Valley Agricultural Lands Improvement project

Long Valley Creek channel, within upper reach of HJWA. CA F&G land.



Long Valley Creek channel within  
lower reach of HJWA. CA F&G land.



# Upper Long Valley Agricultural Lands Improvement project

Thistle at HJWA at edge of native hay meadow.  
CA F&G land.



Pepperweed within sage dominated  
uplands of HJWA. CA F&G land.

**πLANDOWNER AGREEMENT  
UPPER LONG VALLEY CREEK AGRICULTURAL LANDS  
IMPROVEMENT PROJECT**

This agreement is made by and between Sierra County Fire Safe and Watershed Council, Inc. and Wendy S. Baroli (hereinafter "Landowner.") Landowner owns property, APN # 02110020, the location at which work will be performed. Facsimile copies and signatures shall be binding on all parties.

WHEREAS, the Sierra County Fire Safe and Watershed Council, Inc. proposes to conduct a noxious weed control project in which noxious weeds are chemically and/or mechanically treated from the property of private and public landowners to improve habitat and water quality, and decrease the spread of noxious weeds; and,

WHEREAS, Landowner desires this work to be performed on his/her property in order to decrease the risk of noxious weeds.

NOW THEREFORE, the parties agree to the following terms and conditions:

**SECTION 1 - TERM OF AGREEMENT**

1.0-Work shall begin upon execution of Sierra Nevada Conservancy grant contract, and be completed within three years of the date of signature.

**SECTION 2 - RESPONSIBILITIES OF SIERRA COUNTY FIRE SAFE AND  
WATERSHED COUNCIL, INC.**

- 2.1- Sierra County Fire Safe and Watershed Council, Inc. will comply with the California Department of Pesticide Regulation, the California Environmental Quality Act (CEQA), as well as all other federal, state and local laws and regulations.
- 2.2- Sierra County Fire Safe and Watershed Council, Inc. will do all work necessary to complete the project including (1) obtaining bids and entering into agreements with contractors to perform work on Landowner's property, (2) obtaining all necessary permits, and (3) performing any archaeological or biological surveys determined necessary.
- 2.3- Sierra County Fire Safe and Watershed Council, Inc. shall have final authority about how the work of this agreement will be performed, including who will perform the work and when and how the work shall be performed.
- 2.4 - Sierra County Fire Safe and Watershed Council, Inc. is financially responsible for all labor, including independent contractors, required to complete the work of this agreement, all permit fees, and any archaeological or biological surveys or necessary data base reviews. Sierra

County Fire Safe and Watershed Council, Inc. or independent contractors shall provide all equipment and materials that may be required to complete this project, except as specified in "Responsibilities and Duties of Landowner."

- 2.5- Sierra County Fire Safe and Watershed Council, Inc. shall ensure that independent contractors have appropriate insurance and sign written contracts containing an indemnification provision that indemnifies the County and Sierra County Fire Safe and Watershed Council, Inc.

### **SECTION 3 –RESPONSIBILITIES AND DUTIES OF LANDOWNER**

- 3.1- Landowner shall allow access to Landowner's property consistent with the scope of this agreement, including but not limited to the following purposes: (1) to evaluate methods to treat noxious weeds on the said property, (2) to plan and perform work contemplated by this agreement, (3) to conduct follow-up monitoring related to the project, and (4) as otherwise necessary to complete this agreement.
- 3.2- Landowner shall allow Sierra County Fire Safe and Watershed Council, Inc. to erect and maintain on Landowner's property, for one year following completion of the project, an educational sign with a surface area of not more than 32 square feet, so that the public may better understand noxious weed control. The sign shall be posted in an area mutually selected by the parties, and be visible to passing motorists.
- 3.3- Landowner shall provide a way to enter and access the property, access roads and methods of crossing streams, as necessary to complete the project.
- 4- Landowner shall locate, by survey if necessary, the boundaries of the property.
- 3.5- If Landowner desires a contractor to perform any work not related to this agreement, Landowner shall reach a separate written agreement with the contractor. Landowner shall be financially responsible for any work performed that is not part of the project specifications.
- 3.6- Landowner shall maintain the integrity of the noxious weed treatment performed on their parcel through methods including, but not limited to: herbicide application, grazing, strategic mowing, or other method(s) effective at preventing the re-growth and/or spread of noxious weeds that could lessen the efficacy of the original treatment.

### **SECTION 4 - OWNERSHIP OF PROPERTY**

- 4.1- Landowner warrants that he/she is the owner of record of the property identified in this agreement. Notice shall be provided to Sierra County Fire Safe and Watershed Council, Inc. by Landowner prior to the Landowner ceasing to have a legal interest in the property that is to receive the improvements under this Agreement, and such transfer will constitute a voluntary termination of the contract by Landowner.

### **SECTION 5 - BOUNDARIES**

**5.1-Sierra County Fire Safe and Watershed Council, Inc. may locate the vegetation treatment boundary along the approximate or actual property line as determined by the Landowner, Sierra County Fire Safe and Watershed Council, Inc. or previous surveyor. Sierra County Fire Safe and Watershed Council, Inc. is not a licensed surveyor and boundaries are not considered true property lines even if they follow the correct line location. Any error in determining the property line or property corner location, or in establishing vegetation treatment boundaries along property lines is the Landowner's sole responsibility.**

## SECTION 6 – HOLD HARMLESS PROVISION

6.1-The landowner shall defend, indemnify, and hold harmless the County of Sierra, Sierra County Fire Safe and Watershed Council, Inc., their elected and appointed councils, boards, commissions, officers, agents and/or employees from any liability for damage or claims for damage for any economic loss, or personal injury, including death, due to the intentional or negligent acts or omissions of Landowner.

## SECTION 7 - NO EMPLOYEE/AGENT RELATIONSHIP CREATED BY THIS CONTRACT

7.1-Sierra County Fire Safe and Watershed Council, Inc., and each and every employee, agent or independent contractor of Sierra County Fire Safe and Watershed Council, Inc. shall not be for any purpose an employee of Landowner. Sierra County Fire Safe and Watershed Council, Inc. shall perform its work as an independent contractor. Sierra County Fire Safe and Watershed Council, Inc. at all times shall determine the method, details, and means of performing the work of this agreement.

## SECTION 8 - DESIGNATED REPRESENTATIVES

8.1-Cindy Noble and Mike Freschi are the Sierra County Fire Safe and Watershed Council, Inc.'s representative in this matter. \_\_\_\_\_ is/are the authorized representative for Landowner. Notice shall be provided prior to any change in the designated representatives or any change in the address at which notices must be provided. All notices required by this agreement shall be provided to the following addresses:

### Sierra County Fire Safe and Watershed Council, Inc.

Cindy Noble/SCFSWC Executive Director  
Sierra County Fire Safe and Watershed Council, Inc.  
P.O. Box 210  
Calpine, CA 96124

APN 4

### Landowner

Mendy S. Baroli (Name)  
1400 Long Valley Rd (Address) *Sierra NV*  
02110020 (Address) *89508*

## SECTION 9 – MISCELLANEOUS

9.1-Attorney's Fees & Venue. Venue shall be in Sierra County, and in any legal action relating to this agreement, the prevailing party shall be entitled to reasonable attorney's fees in addition to any other relief to which such party may be entitled.

9.2-Waiver. A waiver by any party of any breach of any term, covenant or condition contained in this agreement, or a waiver of any right or remedy of such party available at law or in equity shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant or condition contained herein or of any continued or subsequent right to the same



right or remedy. No party shall be deemed to have made any such waiver unless it is in writing and signed by the party so waiving.

- 9.3-~~Entire Agreement.~~ This agreement, together with its specific references and attachments, constitutes all of the agreements, understandings, representations, conditions, warranties, and covenants made by and between the parties hereto. Unless set forth herein, neither party shall be liable for any representations made express or implied. This Agreement shall supercede any prior agreements, discussions, commitments, representations, or agreements, written or oral, between the parties.
- 9.4-~~Modification.~~ No modification of any provision of this Agreement, or its attachments, shall be effective unless such modification is in writing, signed by all parties, and then shall be effective only for the period and on the conditions(s) and for the specific instance(s) for which the parties have agreed.
- 9.5-~~Partial Invalidity.~~ If any term, covenant, condition or provision of this Agreement is held by a Court to competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provision and/or provisions shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

## **SECTION 10 - TERMINATION**

- 10.1-Either party may terminate this contract upon ten (10) working days notice to either party. If Landowner terminates this contract, Landowner shall be liable for all actual costs incurred up to the date of termination.

## **SECTION 11 – AUTHORITY & EXECUTION**

- 11.1-All parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles and capacities herein stated and on behalf of any entities, persons, estates or firms represented or purported to be represented by such entity(s), person(s), estate(s) or firm(s) and that all formal requirements necessary or required by any state and/or federal law in order to enter into this Agreement have been fully complied with. In addition, by their signature below, the parties acknowledge that they understand and agree to all provisions of this contract.

**SCESWC, INC.**

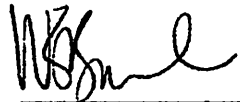
**LANDOWNER**

Signed:

Name:

Title:

Date:



Wendy S. Baroli

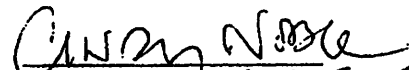
Owner / Farmer

09/26/2012

Signed:

Name:

Date:



CINDY NOBLE - EO-SLFSWC

10/8/12

## DISCLOSURE STATEMENT

This agreement was prepared as a component of the proposed Upper Long Valley Creek Agricultural Lands Improvement Project to be submitted to the Sierra Nevada Conservancy for funding.

**LANDOWNER AGREEMENT  
UPPER LONG VALLEY CREEK AGRICULTURAL LANDS  
IMPROVEMENT PROJECT**

This agreement is made by and between Sierra County Fire Safe and Watershed Council, Inc. and Hallelujah Wildlife Area (hereinafter "Landowner.") Landowner owns property, APN #'s 021-090-006, 021-080-001, 021-080-006, 021-080-012, 021-080-014, 021-080-016, 021-080-018, 021-040-009, 021-040-010, 021-040-020, 021-040-022, 021-040-023, 021-040-024, 021-040-02, 021-040-026, 021-020-002, 021-020-008, 021-020-016, 021-020-022, 021-020-023, 021-020-025, 021-020-026, 021-020-027, 021-020-028, 021-020-029, the location at which work will be performed. Facsimile copies and signatures shall be binding on all parties.

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### **SECTION 5 - BOUNDARIES**

- 5.1- Sierra County Fire Safe and Watershed Council, Inc. may locate the vegetation treatment boundary along the approximate or actual property line as determined by the Landowner, Sierra County Fire Safe and Watershed Council, Inc. or previous surveyor. Sierra County Fire Safe and Watershed Council, Inc. is not a licensed surveyor and boundaries are not considered true property lines even if they follow the correct line location. Any error in determining the property line or property corner location, or in establishing vegetation treatment boundaries along property lines is the Landowner's sole responsibility.

## **SECTION 6 – HOLD HARMLESS PROVISION**

6.1-The landowner shall defend, indemnify, and hold harmless the County of Sierra, Sierra County Fire Safe and Watershed Council, Inc., their elected and appointed councils, boards, commissions, officers, agents and/or employees from any liability for damage or claims for damage for any economic loss, or personal injury, including death, due to the intentional or negligent acts or omissions of Landowner.

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7.1-Sierra County Fire Safe and Watershed Council, Inc., and each and every employee, agent or independent contractor of Sierra County Fire Safe and Watershed Council, Inc. shall not be for any purpose an employee of Landowner. Sierra County Fire Safe and Watershed Council, Inc. shall perform its work as an independent contractor. Sierra County Fire Safe and Watershed Council, Inc. at all times shall determine the method, details, and means of performing the work of this agreement.

## **SECTION 8 - DESIGNATED REPRESENTATIVES**

8.1-Cindy Noble and Mike Freschi are the Sierra County Fire Safe and Watershed Council, Inc.'s representative in this matter. Tina Bartlett, Acting Regional Manager is the authorized representative for Landowner. Notice shall be provided prior to any change in the designated representatives or any change in the address at which notices must be provided. All notices required by this agreement shall be provided to the following addresses:

**Sierra County Fire Safe and Watershed  
Council, Inc.**  
Cindy Noble/SCFSWC Executive Director  
Sierra County Fire Safe and Watershed Council, Inc.  
P.O. Box 210  
Calpine, CA 96124

**Landowner**  
Tina Bartlett/Acting Regional Manager  
Fish and Game – North Central Region  
1701 Nimbus Rd. Suite A  
Rancho Cordova, CA 95670

## **SECTION 9 – MISCELLANEOUS**

9.1-**Attorney's Fees & Venue.** Venue shall be in Sierra County, and in any legal action relating to this agreement, the prevailing party shall be entitled to reasonable attorney's fees in addition to any other relief to which such party may be entitled.

9.2-**Waiver.** A waiver by any party of any breach of any term, covenant or condition contained in this agreement, or a waiver of any right or remedy of such party available at law or in equity shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant or condition contained herein or of any continued or subsequent right to the same right or remedy. No party shall be deemed to have made any such waiver unless it is in writing and signed by the party so waiving.

9.3-**Entire Agreement.** This agreement, together with its specific references and attachments, constitutes all of the agreements, understandings, representations, conditions, warranties, and covenants made by and between the parties hereto. Unless set forth herein, neither party shall be liable for any representations made express or implied. This Agreement shall supercede any

prior agreements, discussions, commitments, representations, or agreements, written or oral, between the parties.

9.4-Modification. No modification of any provision of this Agreement, or its attachments, shall be effective unless such modification is in writing, signed by all parties, and then shall be effective only for the period and on the conditions(s) and for the specific instance(s) for which the parties have agreed.

9.5-Partial Invalidity. If any term, covenant, condition or provision of this Agreement is held by a Court to competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provision and/or provisions shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

## SECTION 10 - TERMINATION

10.1- Either party may terminate this contract upon ten (10) working days notice to either party. If Landowner terminates this contract, Landowner shall be liable for all actual costs incurred up to the date of termination.

## SECTION 11 - AUTHORITY & EXECUTION

11.1- All parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles and capacities herein stated and on behalf of any entities, persons, estates or firms represented or purported to be represented by such entity(s), person(s), estate(s) or firm(s) and that all formal requirements necessary or required by any state and/or federal law in order to enter into this Agreement have been fully complied with. In addition, by their signature below, the parties acknowledge that they understand and agree to all provisions of this contract.

SCFSWC, INC.  
Signed: Cindy Noble  
Name: CINDY NOBLE  
Title: EX DIR - SCFSWC  
Date: 10/12/12

LANDOWNER  
Signed: Tina Bartlett  
Name: Tina Bartlett  
Title: DFG - NCR Acting Regional Manager  
Date: 10/11/12

## DISCLOSURE STATEMENT

This agreement was prepared as a component of the proposed Upper Long Valley Creek Agricultural Lands Improvement Project to be submitted to the Sierra Nevada Conservancy for funding.

**LANDOWNER AGREEMENT  
UPPER LONG VALLEY CREEK AGRICULTURAL LANDS  
IMPROVEMENT PROJECT**

This agreement is made by and between Sierra County Fire Safe and Watershed Council, Inc. and 021-100-011-0 (hereinafter "Landowner.") Landowner owns property, APN # James Earl Loverin, the location at which work will be performed. Facsimile copies and signatures shall be binding on all parties.

WHEREAS, the Sierra County Fire Safe and Watershed Council, Inc. proposes to conduct a noxious weed control project in which noxious weeds are chemically and/or mechanically treated from the property of private and public landowners to improve habitat and water quality, and decrease the spread of noxious weeds; and,

WHEREAS, Landowner desires this work to be performed on his/her property in order to decrease the risk of noxious weeds.

NOW THEREFORE, the parties agree to the following terms and conditions:

**SECTION 1 - TERM OF AGREEMENT**

- 1.0- Work shall begin upon execution of Sierra Nevada Conservancy grant contract, and be completed within three years of the date of signature.

**SECTION 2 - RESPONSIBILITIES OF SIERRA COUNTY FIRE SAFE AND  
WATERSHED COUNCIL, INC.**

- 2.1- Sierra County Fire Safe and Watershed Council, Inc. will comply with the California Department of Pesticide Regulation, the California Environmental Quality Act (CEQA), as well as all other federal, state and local laws and regulations.
- 2.2- Sierra County Fire Safe and Watershed Council, Inc. will do all work necessary to complete the project including (1) obtaining bids and entering into agreements with contractors to perform work on Landowner's property, (2) obtaining all necessary permits, and (3) performing any archaeological or biological surveys determined necessary.
- 2.3- Sierra County Fire Safe and Watershed Council, Inc. shall have final authority about how the work of this agreement will be performed, including who will perform the work and when and how the work shall be performed.
- 2.4 - Sierra County Fire Safe and Watershed Council, Inc. is financially responsible for all labor, including independent contractors, required to complete the work of this agreement, all permit fees, and any archaeological or biological surveys or necessary data base reviews. Sierra County Fire Safe and Watershed Council, Inc. or independent contractors shall provide all equipment and materials that may be required to complete this project, except as specified in "Responsibilities and Duties of Landowner."

- 2.5- Sierra County Fire Safe and Watershed Council, Inc. shall ensure that independent contractors have appropriate insurance and sign written contracts containing an indemnification provision that indemnifies the County and Sierra County Fire Safe and Watershed Council, Inc.

### **SECTION 3 –RESPONSIBILITIES AND DUTIES OF LANDOWNER**

- 3.1- Landowner shall allow access to Landowner's property consistent with the scope of this agreement, including but not limited to the following purposes: (1) to evaluate methods to treat noxious weeds on the said property, (2) to plan and perform work contemplated by this agreement, (3) to conduct follow-up monitoring related to the project, and (4) as otherwise necessary to complete this agreement.
- 3.2- Landowner shall allow Sierra County Fire Safe and Watershed Council, Inc. to erect and maintain on Landowner's property, for one year following completion of the project, an educational sign with a surface area of not more than 32 square feet, so that the public may better understand noxious weed control. The sign shall be posted in an area mutually selected by the parties, and be visible to passing motorists.
- 3.3- Landowner shall provide a way to enter and access the property, access roads and methods of crossing streams, as necessary to complete the project.
- 3.4- Landowner shall locate, by survey if necessary, the boundaries of the property.
- 3.5- If Landowner desires a contractor to perform any work not related to this agreement, Landowner shall reach a separate written agreement with the contractor. Landowner shall be financially responsible for any work performed that is not part of the project specifications.
- 3.6- Landowner shall maintain the integrity of the noxious weed treatment performed on their parcel through methods including, but not limited to: herbicide application, grazing, strategic mowing, or other method(s) effective at preventing the re-growth and/or spread of noxious weeds that could lessen the efficacy of the original treatment.

### **SECTION 4 - OWNERSHIP OF PROPERTY**

- 4.1- Landowner warrants that he/she is the owner of record of the property identified in this agreement. Notice shall be provided to Sierra County Fire Safe and Watershed Council, Inc. by Landowner prior to the Landowner ceasing to have a legal interest in the property that is to receive the improvements under this Agreement, and such transfer will constitute a voluntary termination of the contract by Landowner.

### **SECTION 5 - BOUNDARIES**

- 5.1- Sierra County Fire Safe and Watershed Council, Inc. may locate the vegetation treatment boundary along the approximate or actual property line as determined by the Landowner, Sierra County Fire Safe and Watershed Council, Inc. or previous surveyor. Sierra County Fire Safe and Watershed Council, Inc. is not a licensed surveyor and boundaries are not considered true property lines even if they follow the correct line location. Any error in determining the property line or property corner location, or in establishing vegetation treatment boundaries along property lines is the Landowner's sole responsibility.



## SECTION 6 – HOLD HARMLESS PROVISION

- 6.1-The landowner shall defend, indemnify, and hold harmless the County of Sierra, Sierra County Fire Safe and Watershed Council, Inc., their elected and appointed councils, boards, commissions, officers, agents and/or employees from any liability for damage or claims for damage for any economic loss, or personal injury, including death, due to the intentional or negligent acts or omissions of Landowner.

## SECTION 7 - NO EMPLOYEE/AGENT RELATIONSHIP CREATED BY THIS CONTRACT

- 7.1-Sierra County Fire Safe and Watershed Council, Inc., and each and every employee, agent or independent contractor of Sierra County Fire Safe and Watershed Council, Inc. shall not be for any purpose an employee of Landowner. Sierra County Fire Safe and Watershed Council, Inc. shall perform its work as an independent contractor. Sierra County Fire Safe and Watershed Council, Inc. at all times shall determine the method, details, and means of performing the work of this agreement.

## SECTION 8 - DESIGNATED REPRESENTATIVES

- 8.1-Cindy Noble and Mike Freschi are the Sierra County Fire Safe and Watershed Council, Inc.'s representative in this matter. \_\_\_\_\_ is/are the authorized representative for Landowner. Notice shall be provided prior to any change in the designated representatives or any change in the address at which notices must be provided. All notices required by this agreement shall be provided to the following addresses:

**Sierra County Fire Safe and Watershed Council, Inc.**

Cindy Noble/SCFSWC Executive Director  
Sierra County Fire Safe and Watershed Council, Inc.  
P.O. Box 210  
Calpine, CA 96124

**Landowner**

Jameson Scott Lowery (Name)  
100 Green St. Rd (Address)  
Chico, CA 96125 (Address)

## SECTION 9 – MISCELLANEOUS

- 9.1-Attorney's Fees & Venue. Venue shall be in Sierra County, and in any legal action relating to this agreement, the prevailing party shall be entitled to reasonable attorney's fees in addition to any other relief to which such party may be entitled.
- 9.2-Waiver. A waiver by any party of any breach of any term, covenant or condition contained in this agreement, or a waiver of any right or remedy of such party available at law or in equity shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant or condition contained herein or of any continued or subsequent right to the same right or remedy. No party shall be deemed to have made any such waiver unless it is in writing and signed by the party so waiving.
- 9.3-Entire Agreement. This agreement, together with its specific references and attachments, constitutes all of the agreements, understandings, representations, conditions, warranties, and

covenants made by and between the parties hereto. Unless set forth herein, neither party shall be liable for any representations made express or implied. This Agreement shall supercede any prior agreements, discussions, commitments, representations, or agreements, written or oral, between the parties.

9.4-Modification. No modification of any provision of this Agreement, or its attachments, shall be effective unless such modification is in writing, signed by all parties, and then shall be effective only for the period and on the conditions(s) and for the specific instance(s) for which the parties have agreed.

9.5-Partial Invalidity. If any term, covenant, condition or provision of this Agreement is held by a Court to competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provision and/or provisions shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

## SECTION 10 - TERMINATION

10.1-Either party may terminate this contract upon ten (10) working days notice to either party. If Landowner terminates this contract, Landowner shall be liable for all actual costs incurred up to the date of termination.

## SECTION 11 - AUTHORITY & EXECUTION

11.1-All parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles and capacities herein stated and on behalf of any entities, persons, estates or firms represented or purported to be represented by such entity(s), person(s), estate(s) or firm(s) and that all formal requirements necessary or required by any state and/or federal law in order to enter into this Agreement have been fully complied with. In addition, by their signature below, the parties acknowledge that they understand and agree to all provisions of this contract.

### SCFSWC, INC.

Signed: Chris Noble  
Name: CHRIS NOBLE  
Title: EX. DIRECTOR  
Date: 10/9/12

### LANDOWNER

Signed: Janet Loverin  
Name: Janet Loverin  
Date: 9-27-12

## DISCLOSURE STATEMENT

This agreement was prepared as a component of the proposed Upper Long Valley Creek Agricultural Lands Improvement Project to be submitted to the Sierra Nevada Conservancy for funding.

**LANDOWNER AGREEMENT  
UPPER LONG VALLEY CREEK AGRICULTURAL LANDS  
IMPROVEMENT PROJECT**

This agreement is made by and between Sierra County Fire Safe and Watershed Council, Inc. and Richard and Louise Powell Family Trust (hereinafter "Landowner.") Landowner owns property, APN # 021-100-015, the location at which work will be performed. Facsimile copies and signatures shall be binding on all parties.

WHEREAS, the Sierra County Fire Safe and Watershed Council, Inc. proposes to conduct a noxious weed control project in which noxious weeds are chemically and/or mechanically treated from the property of private and public landowners to improve habitat and water quality, and decrease the spread of noxious weeds; and,

WHEREAS, Landowner desires this work to be performed on his/her property in order to decrease the risk of noxious weeds.

NOW THEREFORE, the parties agree to the following terms and conditions:

**SECTION 1 - TERM OF AGREEMENT**


- 1.0- Work shall begin upon execution of Sierra Nevada Conservancy grant contract, and be completed within three years of the date of signature.

**SECTION 2 - RESPONSIBILITIES OF SIERRA COUNTY FIRE SAFE AND  
WATERSHED COUNCIL, INC.**

- 2.1- Sierra County Fire Safe and Watershed Council, Inc. will comply with the California Department of Pesticide Regulation, the California Environmental Quality Act (CEQA), as well as all other federal, state and local laws and regulations.
- 2.2- Sierra County Fire Safe and Watershed Council, Inc. will do all work necessary to complete the project including (1) obtaining bids and entering into agreements with contractors to perform work on Landowner's property, (2) obtaining all necessary permits, and (3) performing any archaeological or biological surveys determined necessary.
- 2.3- Sierra County Fire Safe and Watershed Council, Inc. shall have final authority about how the work of this agreement will be performed, including who will perform the work and when and how the work shall be performed.
- 2.4 - Sierra County Fire Safe and Watershed Council, Inc. is financially responsible for all labor, including independent contractors, required to complete the work of this agreement, all permit fees, and any archaeological or biological surveys or necessary data base reviews. Sierra County Fire Safe and Watershed Council, Inc. or independent contractors shall provide all equipment and materials that may be required to complete this project, except as specified in "Responsibilities and Duties of Landowner."

- 2.5- Sierra County Fire Safe and Watershed Council, Inc. shall ensure that independent contractors have appropriate insurance and sign written contracts containing an indemnification provision that indemnifies the County and Sierra County Fire Safe and Watershed Council, Inc.

### **SECTION 3 – RESPONSIBILITIES AND DUTIES OF LANDOWNER**

- 3.1- Landowner shall allow access to Landowner's property consistent with the scope of this agreement, including but not limited to the following purposes: (1) to evaluate methods to treat noxious weeds on the said property, (2) to plan and perform work contemplated by this agreement, (3) to conduct follow-up monitoring related to the project, and (4) as otherwise necessary to complete this agreement.
- 3.2- Landowner shall allow Sierra County Fire Safe and Watershed Council, Inc. to erect and maintain on Landowner's property, for one year following completion of the project, an educational sign with a surface area of not more than 32 square feet, so that the public may better understand noxious weed control. The sign shall be posted in an area mutually selected by the parties, and be visible to passing motorists.
- 3.3- Landowner shall provide a way to enter and access the property, access roads and methods of crossing streams, as necessary to complete the project.
- ~~3.4- Landowner shall locate, by survey if necessary, the boundaries of the property.~~ 
- 3.5- If Landowner desires a contractor to perform any work not related to this agreement, Landowner shall reach a separate written agreement with the contractor. Landowner shall be financially responsible for any work performed that is not part of the project specifications.
- 3.6- Landowner shall maintain the integrity of the noxious weed treatment performed on their parcel through methods including, but not limited to: herbicide application, grazing, strategic mowing, or other method(s) effective at preventing the re-growth and/or spread of noxious weeds that could lessen the efficacy of the original treatment.

### **SECTION 4 - OWNERSHIP OF PROPERTY**

- 4.1- Landowner warrants that he/she is the owner of record of the property identified in this agreement. Notice shall be provided to Sierra County Fire Safe and Watershed Council, Inc. by Landowner prior to the Landowner ceasing to have a legal interest in the property that is to receive the improvements under this Agreement, and such transfer will constitute a voluntary termination of the contract by Landowner.

### **SECTION 5 - BOUNDARIES**

- 5.1- Sierra County Fire Safe and Watershed Council, Inc. may locate the vegetation treatment boundary along the approximate or actual property line as determined by the Landowner, Sierra County Fire Safe and Watershed Council, Inc. or previous surveyor. Sierra County Fire Safe and Watershed Council, Inc. is not a licensed surveyor and boundaries are not considered true property lines even if they follow the correct line location. ~~Any error in determining the property line or property corner location, or in establishing vegetation treatment boundaries along property lines is the Landowner's sole responsibility.~~

## SECTION 6 – HOLD HARMLESS PROVISION

- 6.1-The landowner shall defend, indemnify, and hold harmless the County of Sierra, Sierra County Fire Safe and Watershed Council, Inc., their elected and appointed councils, boards, commissions, officers, agents and/or employees from any liability for damage or claims for damage for any economic loss, or personal injury, including death, due to the intentional or negligent acts or omissions of Landowner.

## SECTION 7 - NO EMPLOYEE/AGENT RELATIONSHIP CREATED BY THIS CONTRACT

- 7.1-Sierra County Fire Safe and Watershed Council, Inc., and each and every employee, agent or independent contractor of Sierra County Fire Safe and Watershed Council, Inc. shall not be for any purpose an employee of Landowner. Sierra County Fire Safe and Watershed Council, Inc. shall perform its work as an independent contractor. Sierra County Fire Safe and Watershed Council, Inc. at all times shall determine the method, details, and means of performing the work of this agreement.

## SECTION 8 - DESIGNATED REPRESENTATIVES

- 8.1-Cindy Noble and Mike Freschi are the Sierra County Fire Safe and Watershed Council, Inc.'s representative in this matter. Linda Ritter and/or Anna Swanson is/are the authorized representative for Landowner. Notice shall be provided prior to any change in the designated representatives or any change in the address at which notices must be provided. All notices required by this agreement shall be provided to the following addresses:

**Sierra County Fire Safe and Watershed Council, Inc.**  
Cindy Noble/SCFSWC Executive Director  
Sierra County Fire Safe and Watershed Council, Inc.  
P.O. Box 210  
Calpine, CA 96124

**Landowner**  
Linda Ritter (Name)  
4250 Hobart Rd (Address)  
Cursum City NV (Address)  
89703

## SECTION 9 – MISCELLANEOUS

- 9.1-Attorney's Fees & Venue. Venue shall be in Sierra County, and in any legal action relating to this agreement, the prevailing party shall be entitled to reasonable attorney's fees in addition to any other relief to which such party may be entitled.
- 9.2-Waiver. A waiver by any party of any breach of any term, covenant or condition contained in this agreement, or a waiver of any right or remedy of such party available at law or in equity shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant or condition contained herein or of any continued or subsequent right to the same right or remedy. No party shall be deemed to have made any such waiver unless it is in writing and signed by the party so waiving.
- 9.3-Entire Agreement. This agreement, together with its specific references and attachments, constitutes all of the agreements, understandings, representations, conditions, warranties, and

covenants made by and between the parties hereto. Unless set forth herein, neither party shall be liable for any representations made express or implied. This Agreement shall supercede any prior agreements, discussions, commitments, representations, or agreements, written or oral, between the parties.

9.4-Modification. No modification of any provision of this Agreement, or its attachments, shall be effective unless such modification is in writing, signed by all parties, and then shall be effective only for the period and on the conditions(s) and for the specific instance(s) for which the parties have agreed.

9.5-Partial Invalidity. If any term, covenant, condition or provision of this Agreement is held by a Court to competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provision and/or provisions shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

## SECTION 10 - TERMINATION

10.1-Either party may terminate this contract upon ten (10) working days notice to either party. If Landowner terminates this contract, Landowner shall be liable for all actual costs incurred up to the date of termination.

## SECTION 11 - AUTHORITY & EXECUTION

11.1-All parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles and capacities herein stated and on behalf of any entities, persons, estates or firms represented or purported to be represented by such entity(s), person(s), estate(s) or firm(s) and that all formal requirements necessary or required by any state and/or federal law in order to enter into this Agreement have been fully complied with. In addition, by their signature below, the parties acknowledge that they understand and agree to all provisions of this contract.

### SCFSWC, INC.

Signed: [Signature]  
Name: Cathy Noble  
Title: Ex. Director  
Date: 10/12/12

### LANDOWNER

Signed: [Signature]  
Name: Linda Ritter  
Date: 10/10/12

## DISCLOSURE STATEMENT

This agreement was prepared as a component of the proposed Upper Long Valley Creek Agricultural Lands Improvement Project to be submitted to the Sierra Nevada Conservancy for funding.

**LANDOWNER AGREEMENT  
UPPER LONG VALLEY CREEK AGRICULTURAL LANDS  
IMPROVEMENT PROJECT**

This agreement is made by and between Sierra County Fire Safe and Watershed Council, Inc. and Andy & Rhonda Sallaberry (hereinafter "Landowner.") Landowner owns property, APN # 021-100-014-0, the location at which work will be performed. Facsimile copies and signatures shall be binding on all parties.

WHEREAS, the Sierra County Fire Safe and Watershed Council, Inc. proposes to conduct a noxious weed control project in which noxious weeds are chemically and/or mechanically treated from the property of private and public landowners to improve habitat and water quality, and decrease the spread of noxious weeds; and,

WHEREAS, Landowner desires this work to be performed on his/her property in order to decrease the risk of noxious weeds.

NOW THEREFORE, the parties agree to the following terms and conditions:

**SECTION 1 - TERM OF AGREEMENT**

- 1.0- Work shall begin upon execution of Sierra Nevada Conservancy grant contract, and be completed within three years of the date of signature.

**SECTION 2 - RESPONSIBILITIES OF SIERRA COUNTY FIRE SAFE AND  
WATERSHED COUNCIL, INC.**

- 2.1- Sierra County Fire Safe and Watershed Council, Inc. will comply with the California Department of Pesticide Regulation, the California Environmental Quality Act (CEQA), as well as all other federal, state and local laws and regulations.
- 2.2- Sierra County Fire Safe and Watershed Council, Inc. will do all work necessary to complete the project including (1) obtaining bids and entering into agreements with contractors to perform work on Landowner's property, (2) obtaining all necessary permits, and (3) performing any archaeological or biological surveys determined necessary.
- 2.3- Sierra County Fire Safe and Watershed Council, Inc. shall have final authority about how the work of this agreement will be performed, including who will perform the work and when and how the work shall be performed.
- 2.4 - Sierra County Fire Safe and Watershed Council, Inc. is financially responsible for all labor, including independent contractors, required to complete the work of this agreement, all permit fees, and any archaeological or biological surveys or necessary data base reviews. Sierra County Fire Safe and Watershed Council, Inc. or independent contractors shall provide all equipment and materials that may be required to complete this project, except as specified in "Responsibilities and Duties of Landowner."

- 2.5- Sierra County Fire Safe and Watershed Council, Inc. shall ensure that independent contractors have appropriate insurance and sign written contracts containing an indemnification provision that indemnifies the County and Sierra County Fire Safe and Watershed Council, Inc.**

### **SECTION 3 –RESPONSIBILITIES AND DUTIES OF LANDOWNER**

- 3.1- Landowner shall allow access to Landowner's property consistent with the scope of this agreement, including but not limited to the following purposes: (1) to evaluate methods to treat noxious weeds on the said property, (2) to plan and perform work contemplated by this agreement, (3) to conduct follow-up monitoring related to the project, and (4) as otherwise necessary to complete this agreement.**
- 3.2- Landowner shall allow Sierra County Fire Safe and Watershed Council, Inc. to erect and maintain on Landowner's property, for one year following completion of the project, an educational sign with a surface area of not more than 32 square feet, so that the public may better understand noxious weed control. The sign shall be posted in an area mutually selected by the parties, and be visible to passing motorists.**
- 3.3- Landowner shall provide a way to enter and access the property, access roads and methods of crossing streams, as necessary to complete the project.**
- 3.4- Landowner shall locate, by survey if necessary, the boundaries of the property.**
- 3.5- If Landowner desires a contractor to perform any work not related to this agreement, Landowner shall reach a separate written agreement with the contractor. Landowner shall be financially responsible for any work performed that is not part of the project specifications.**
- 3.6- Landowner shall maintain the integrity of the noxious weed treatment performed on their parcel through methods including, but not limited to: herbicide application, grazing, strategic mowing, or other method(s) effective at preventing the re-growth and/or spread of noxious weeds that could lessen the efficacy of the original treatment.**

### **SECTION 4 - OWNERSHIP OF PROPERTY**

- 4.1-Landowner warrants that he/she is the owner of record of the property identified in this agreement. Notice shall be provided to Sierra County Fire Safe and Watershed Council, Inc. by Landowner prior to the Landowner ceasing to have a legal interest in the property that is to receive the improvements under this Agreement, and such transfer will constitute a voluntary termination of the contract by Landowner.**

### **SECTION 5 - BOUNDARIES**

- 5.1-Sierra County Fire Safe and Watershed Council, Inc. may locate the vegetation treatment boundary along the approximate or actual property line as determined by the Landowner, Sierra County Fire Safe and Watershed Council, Inc. or previous surveyor. Sierra County Fire Safe and Watershed Council, Inc. is not a licensed surveyor and boundaries are not considered true property lines even if they follow the correct line location. Any error in determining the property line or property corner location, or in establishing vegetation treatment boundaries along property lines is the Landowner's sole responsibility.**



## **SECTION 6 – HOLD HARMLESS PROVISION**

- 6.1-The landowner shall defend, indemnify, and hold harmless the County of Sierra, Sierra County Fire Safe and Watershed Council, Inc., their elected and appointed councils, boards, commissions, officers, agents and/or employees from any liability for damage or claims for damage for any economic loss, or personal injury, including death, due to the intentional or negligent acts or omissions of Landowner.

## **SECTION 7 - NO EMPLOYEE/AGENT RELATIONSHIP CREATED BY THIS CONTRACT**

- 7.1-Sierra County Fire Safe and Watershed Council, Inc., and each and every employee, agent or independent contractor of Sierra County Fire Safe and Watershed Council, Inc. shall not be for any purpose an employee of Landowner. Sierra County Fire Safe and Watershed Council, Inc. shall perform its work as an independent contractor. Sierra County Fire Safe and Watershed Council, Inc. at all times shall determine the method, details, and means of performing the work of this agreement.

## **SECTION 8 - DESIGNATED REPRESENTATIVES**

- 8.1-Cindy Noble and Mike Freschi are the Sierra County Fire Safe and Watershed Council, Inc.'s representative in this matter. \_\_\_\_\_ is/are the authorized representative for Landowner. Notice shall be provided prior to any change in the designated representatives or any change in the address at which notices must be provided. All notices required by this agreement shall be provided to the following addresses:

**Sierra County Fire Safe and Watershed Council, Inc.**  
Cindy Noble/SCFSWC Executive Director  
Sierra County Fire Safe and Watershed Council, Inc.  
P.O. Box 210  
Calpine, CA 96124

**Landowner**  
Andy Sallabum (Name)  
999 Long Valley Rd (Address)  
Chico, CA 96105 (Address)

## **SECTION 9 – MISCELLANEOUS**

- 9.1-**Attorney's Fees & Venue.** Venue shall be in Sierra County, and in any legal action relating to this agreement, the prevailing party shall be entitled to reasonable attorney's fees in addition to any other relief to which such party may be entitled.
- 9.2-**Waiver.** A waiver by any party of any breach of any term, covenant or condition contained in this agreement, or a waiver of any right or remedy of such party available at law or in equity shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant or condition contained herein or of any continued or subsequent right to the same right or remedy. No party shall be deemed to have made any such waiver unless it is in writing and signed by the party so waiving.
- 9.3-**Entire Agreement.** This agreement, together with its specific references and attachments, constitutes all of the agreements, understandings, representations, conditions, warranties, and

covenants made by and between the parties hereto. Unless set forth herein, neither party shall be liable for any representations made express or implied. This Agreement shall supercede any prior agreements, discussions, commitments, representations, or agreements, written or oral, between the parties.

9.4-Modification. No modification of any provision of this Agreement, or its attachments, shall be effective unless such modification is in writing, signed by all parties, and then shall be effective only for the period and on the conditions(s) and for the specific instance(s) for which the parties have agreed.

9.5-Partial Invalidity. If any term, covenant, condition or provision of this Agreement is held by a Court to competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provision and/or provisions shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

## SECTION 10 - TERMINATION

10.1-Either party may terminate this contract upon ten (10) working days notice to either party. If Landowner terminates this contract, Landowner shall be liable for all actual costs incurred up to the date of termination.

## SECTION 11 – AUTHORITY & EXECUTION

11.1-All parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles and capacities herein stated and on behalf of any entities, persons, estates or firms represented or purported to be represented by such entity(s), person(s), estate(s) or firm(s) and that all formal requirements necessary or required by any state and/or federal law in order to enter into this Agreement have been fully complied with. In addition, by their signature below, the parties acknowledge that they understand and agree to all provisions of this contract.

### SCFSWC, INC.

Signed: Cindy Noble  
Name: CINDY NOBLE  
Title: ex. Dir.  
Date: 10/4/12

### LANDOWNER

Signed: Andy Sallabury / Rhonda Sallabury  
Name: Andy Sallabury / Rhonda Sallabury  
Date: 10/1/12

## DISCLOSURE STATEMENT

This agreement was prepared as a component of the proposed Upper Long Valley Creek Agricultural Lands Improvement Project to be submitted to the Sierra Nevada Conservancy for funding.

**LANDOWNER AGREEMENT  
UPPER LONG VALLEY CREEK AGRICULTURAL LANDS  
IMPROVEMENT PROJECT**

This agreement is made by and between Sierra County Fire Safe and Watershed Council, Inc. and STONEHOUSE RANCH PROPERTIES LLC (hereinafter "Landowner.") Landowner owns property, APN # 021-100-010, the location at which work will be performed. Facsimile copies and signatures shall be binding on all parties.

WHEREAS, the Sierra County Fire Safe and Watershed Council, Inc. proposes to conduct a noxious weed control project in which noxious weeds are chemically and/or mechanically treated from the property of private and public landowners to improve habitat and water quality, and decrease the spread of noxious weeds; and,

WHEREAS, Landowner desires this work to be performed on his/her property in order to decrease the risk of noxious weeds.

NOW THEREFORE, the parties agree to the following terms and conditions:

**SECTION 1 - TERM OF AGREEMENT**

- 1.0- Work shall begin upon execution of Sierra Nevada Conservancy grant contract, and be completed within three years of the date of signature.

**SECTION 2 - RESPONSIBILITIES OF SIERRA COUNTY FIRE SAFE AND  
WATERSHED COUNCIL, INC.**

- 2.1- Sierra County Fire Safe and Watershed Council, Inc. will comply with the California Department of Pesticide Regulation, the California Environmental Quality Act (CEQA), as well as all other federal, state and local laws and regulations.
- 2.2- Sierra County Fire Safe and Watershed Council, Inc. will do all work necessary to complete the project including (1) obtaining bids and entering into agreements with contractors to perform work on Landowner's property, (2) obtaining all necessary permits, and (3) performing any archaeological or biological surveys determined necessary.
- 2.3- Sierra County Fire Safe and Watershed Council, Inc. shall have final authority about how the work of this agreement will be performed, including who will perform the work and when and how the work shall be performed.
- 2.4 - Sierra County Fire Safe and Watershed Council, Inc. is financially responsible for all labor, including independent contractors, required to complete the work of this agreement, all permit fees, and any archaeological or biological surveys or necessary data base reviews. Sierra County Fire Safe and Watershed Council, Inc. or independent contractors shall provide all equipment and materials that may be required to complete this project, except as specified in "Responsibilities and Duties of Landowner."

- 2.5- Sierra County Fire Safe and Watershed Council, Inc. shall ensure that independent contractors have appropriate insurance and sign written contracts containing an indemnification provision that indemnifies the County and Sierra County Fire Safe and Watershed Council, Inc.

### **SECTION 3 –RESPONSIBILITIES AND DUTIES OF LANDOWNER**

- 3.1- Landowner shall allow access to Landowner's property consistent with the scope of this agreement, including but not limited to the following purposes: (1) to evaluate methods to treat noxious weeds on the said property, (2) to plan and perform work contemplated by this agreement, (3) to conduct follow-up monitoring related to the project, and (4) as otherwise necessary to complete this agreement.
- 3.2- Landowner shall allow Sierra County Fire Safe and Watershed Council, Inc. to erect and maintain on Landowner's property, for one year following completion of the project, an educational sign with a surface area of not more than 32 square feet, so that the public may better understand noxious weed control. The sign shall be posted in an area mutually selected by the parties, and be visible to passing motorists.
- 3.3- Landowner shall provide a way to enter and access the property, access roads and methods of crossing streams, as necessary to complete the project.
- 3.4- Landowner shall locate, by survey if necessary, the boundaries of the property.
- 3.5- If Landowner desires a contractor to perform any work not related to this agreement, Landowner shall reach a separate written agreement with the contractor. Landowner shall be financially responsible for any work performed that is not part of the project specifications.
- 3.6- Landowner shall maintain the integrity of the noxious weed treatment performed on their parcel through methods including, but not limited to: herbicide application, grazing, strategic mowing, or other method(s) effective at preventing the re-growth and/or spread of noxious weeds that could lessen the efficacy of the original treatment.

### **SECTION 4 - OWNERSHIP OF PROPERTY**

- 4.1- Landowner warrants that he/she is the owner of record of the property identified in this agreement. Notice shall be provided to Sierra County Fire Safe and Watershed Council, Inc. by Landowner prior to the Landowner ceasing to have a legal interest in the property that is to receive the improvements under this Agreement, and such transfer will constitute a voluntary termination of the contract by Landowner.

### **SECTION 5 - BOUNDARIES**

- 5.1- Sierra County Fire Safe and Watershed Council, Inc. may locate the vegetation treatment boundary along the approximate or actual property line as determined by the Landowner, Sierra County Fire Safe and Watershed Council, Inc. or previous surveyor. Sierra County Fire Safe and Watershed Council, Inc. is not a licensed surveyor and boundaries are not considered true property lines even if they follow the correct line location. Any error in determining the property line or property corner location, or in establishing vegetation treatment boundaries along property lines is the Landowner's sole responsibility.

## SECTION 6 -- HOLD HARMLESS PROVISION

- 6.1-The landowner shall defend, indemnify, and hold harmless the County of Sierra, Sierra County Fire Safe and Watershed Council, Inc., their elected and appointed councils, boards, commissions, officers, agents and/or employees from any liability for damage or claims for damage for any economic loss, or personal injury, including death, due to the intentional or negligent acts or omissions of Landowner.

## SECTION 7 - NO EMPLOYEE/AGENT RELATIONSHIP CREATED BY THIS CONTRACT

- 7.1-Sierra County Fire Safe and Watershed Council, Inc., and each and every employee, agent or independent contractor of Sierra County Fire Safe and Watershed Council, Inc. shall not be for any purpose an employee of Landowner. Sierra County Fire Safe and Watershed Council, Inc. shall perform its work as an independent contractor. Sierra County Fire Safe and Watershed Council, Inc. at all times shall determine the method, details, and means of performing the work of this agreement.

## SECTION 8 - DESIGNATED REPRESENTATIVES

- 8.1-Cindy Noble and Mike Freschi are the Sierra County Fire Safe and Watershed Council, Inc.'s representative in this matter. MYRNA MOORE AND/OR PAT HOGGES is/are the authorized representative for Landowner. Notice shall be provided prior to any change in the designated representatives or any change in the address at which notices must be provided. All notices required by this agreement shall be provided to the following addresses:

Sierra County Fire Safe and Watershed Council, Inc.  
Cindy Noble/SCFSWC Executive Director  
Sierra County Fire Safe and Watershed Council, Inc.  
P.O. Box 210  
Calpine, CA 96124

Landowner  
SHR.P.LLC (Name)  
P.O. Box 60760 (Address)  
RENO, NV 89506 (Address)

## SECTION 9 -- MISCELLANEOUS

- 9.1-Attorney's Fees & Venue. Venue shall be in Sierra County, and in any legal action relating to this agreement, the prevailing party shall be entitled to reasonable attorney's fees in addition to any other relief to which such party may be entitled.
- 9.2-Waiver. A waiver by any party of any breach of any term, covenant or condition contained in this agreement, or a waiver of any right or remedy of such party available at law or in equity shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant or condition contained herein or of any continued or subsequent right to the same right or remedy. No party shall be deemed to have made any such waiver unless it is in writing and signed by the party so waiving.
- 9.3-Entire Agreement. This agreement, together with its specific references and attachments, constitutes all of the agreements, understandings, representations, conditions, warranties, and

covenants made by and between the parties hereto. Unless set forth herein, neither party shall be liable for any representations made express or implied. This Agreement shall supercede any prior agreements, discussions, commitments, representations, or agreements, written or oral, between the parties.

9.4 Modification. No modification of any provision of this Agreement, or its attachments, shall be effective unless such modification is in writing, signed by all parties, and then shall be effective only for the period and on the conditions(s) and for the specific instance(s) for which the parties have agreed.

9.5 Partial Invalidity. If any term, covenant, condition or provision of this Agreement is held by a Court to competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provision and/or provisions shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

#### SECTION 10 - TERMINATION

10.1-Either party may terminate this contract upon ten (10) working days notice to either party. If Landowner terminates this contract, Landowner shall be liable for all actual costs incurred up to the date of termination.

#### SECTION 11 - AUTHORITY & EXECUTION

11.1-All parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles and capacities herein stated and on behalf of any entities, persons, estates or firms represented or purported to be represented by such entity(s), person(s), estate(s) or firm(s) and that all formal requirements necessary or required by any state and/or federal law in order to enter into this Agreement have been fully complied with. In addition, by their signature below, the parties acknowledge that they understand and agree to all provisions of this contract.

##### SCFSWC, INC.

Signed: [Signature]  
Name: CINDY NABU  
Title: EX. DIR. SCFSWC  
Date: 10/2/12

##### LANDOWNER

Signed: [Signature]  
Name: MYRNA E. MOORE  
Date: 7/14/12

#### DISCLOSURE STATEMENT

This agreement was prepared as a component of the proposed Upper Long Valley Creek Agricultural Lands Improvement Project to be submitted to the Sierra Nevada Conservancy for funding.

**LANDOWNER AGREEMENT  
UPPER LONG VALLEY CREEK AGRICULTURAL LANDS  
IMPROVEMENT PROJECT**

This agreement is made by and between Sierra County Fire Safe and Watershed Council, Inc. and Terry Zebrack (hereinafter "Landowner.") Landowner owns property, APN # 021-100-018, the location at which work will be performed. Facsimile copies and signatures shall be binding on all parties.

WHEREAS, the Sierra County Fire Safe and Watershed Council, Inc. proposes to conduct a noxious weed control project in which noxious weeds are chemically and/or mechanically treated from the property of private and public landowners to improve habitat and water quality, and decrease the spread of noxious weeds; and,

WHEREAS, Landowner desires this work to be performed on his/her property in order to decrease the risk of noxious weeds.

NOW THEREFORE, the parties agree to the following terms and conditions:

**SECTION 1 - TERM OF AGREEMENT**

- 1.0- Work shall begin upon execution of Sierra Nevada Conservancy grant contract, and be completed within three years of the date of signature.

**SECTION 2 - RESPONSIBILITIES OF SIERRA COUNTY FIRE SAFE AND WATERSHED COUNCIL, INC.**

- 2.1- Sierra County Fire Safe and Watershed Council, Inc. will comply with the California Department of Pesticide Regulation, the California Environmental Quality Act (CEQA), as well as all other federal, state and local laws and regulations.
- 2.2- Sierra County Fire Safe and Watershed Council, Inc. will do all work necessary to complete the project including (1) obtaining bids and entering into agreements with contractors to perform work on Landowner's property, (2) obtaining all necessary permits, and (3) performing any archaeological or biological surveys determined necessary.
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REC'D 10-5-12

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## SECTION 7 - NO EMPLOYEE/AGENT RELATIONSHIP CREATED BY THIS CONTRACT

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Sierra County Fire Safe and Watershed Council, Inc.  
Cindy Noble/SCFSWC Executive Director  
Sierra County Fire Safe and Watershed Council, Inc.  
P.O. Box 210  
Calpine, CA 96124

Landowner  
Jerry Zebnach (Name)  
357 Green Gulch Rd (Address)  
Chico, Ca (Address)  
96105

## SECTION 9 - MISCELLANEOUS

- 9.1-Attorney's Fees & Venue. Venue shall be in Sierra County, and in any legal action relating to this agreement, the prevailing party shall be entitled to reasonable attorney's fees in addition to any other relief to which such party may be entitled.
- 9.2-Waiver. A waiver by any party of any breach of any term, covenant or condition contained in this agreement, or a waiver of any right or remedy of such party available at law or in equity shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant or condition contained herein or of any continued or subsequent right to the same right or remedy. No party shall be deemed to have made any such waiver unless it is in writing and signed by the party so waiving.
- 9.3-Entire Agreement. This agreement, together with its specific references and attachments, constitutes all of the agreements, understandings, representations, conditions, warranties, and

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9.4-~~Modification~~. No modification of any provision of this Agreement, or its attachments, shall be effective unless such modification is in writing, signed by all parties, and then shall be effective only for the period and on the conditions(s) and for the specific instance(s) for which the parties have agreed.

9.5-~~Partial Invalidity~~. If any term, covenant, condition or provision of this Agreement is held by a Court to competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provision and/or provisions shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

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## SECTION 11 - AUTHORITY & EXECUTION

11.1-All parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles and capacities herein stated and on behalf of any entities, persons, estates or firms represented or purported to be represented by such entity(s), person(s), estate(s) or firm(s) and that all formal requirements necessary or required by any state and/or federal law in order to enter into this Agreement have been fully complied with. In addition, by their signature below, the parties acknowledge that they understand and agree to all provisions of this contract.

SCSVC, INC.  
 Signed: [Signature]  
 Name: EX. DIRECTOR  
 Title: EX. DIRECTOR  
 Date: 10/21/12

LANDOWNER  
 Signed: [Signature]  
 Name: Jeffrey Brock  
 Title: 10/21/12  
 Date: 10/21/12

## DISCLOSURE STATEMENT

This agreement was prepared as a component of the proposed Upper Long Valley Creek Agricultural Lands Improvement Project to be submitted to the Sierra Nevada Conservancy for funding.

P.O. Box 30084  
 Reno NV 89520-3084

## **SITE PLAN**



# Upper Long Valley Creek

## Ag Lands Improvement Project

Sierra County Fire Safe and Watershed Council

Site Plan Map

Project Area 6,933 Acres

### Ownership

Private 970 Acres

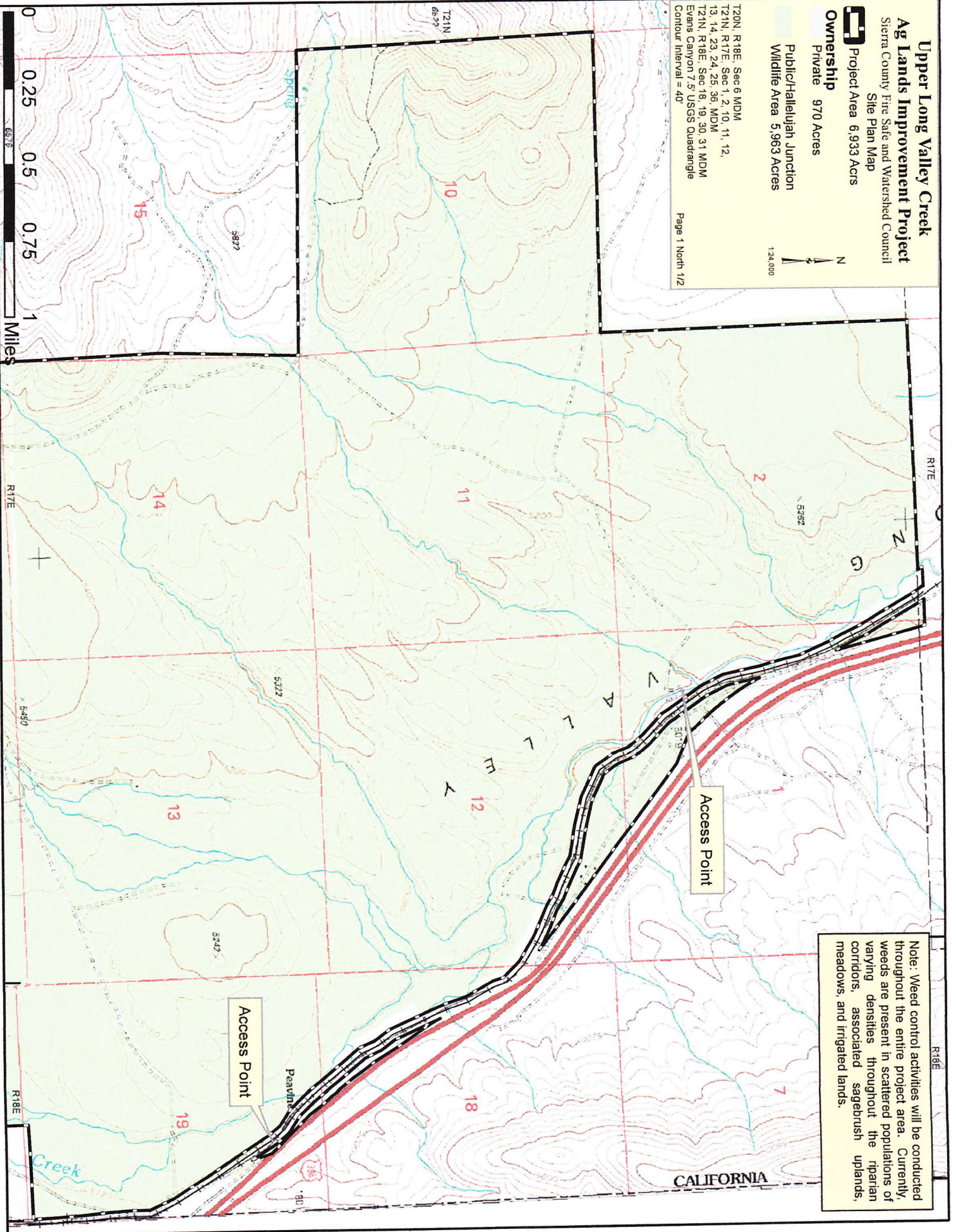
Public/Hallelujah Junction  
Wildlife Area 5,963 Acres



T20N, R18E, Sec 6 MDM  
T21N, R17E, Sec 1, 2, 10, 11, 12,  
13, 14, 23, 24, 25, 36 MDM  
T21N, R18E, Sec 18, 19, 30, 31 MDM  
Evans Canyon 7.5' USGS Quadrangle  
Contour Interval = 40'

Page 1 North 1/2

Note: Weed control activities will be conducted throughout the entire project area. Currently, weeds are present in scattered populations of varying densities throughout the riparian corridors, associated sagebrush uplands, meadows, and irrigated lands.





# Upper Long Valley Creek

## Ag Lands Improvement Project

Sierra County Fire Safe and Watershed Council

Site Plan Map

Project Area 6,933 Acres

Ownership

Private 970 Acres

Public/Hallelujah Junction  
Wildlife Area 5,963 Acres



T20N, R18E, Sec 6 MDM  
T21N, R17E, Sec 1, 2, 10, 11, 12,  
13, 14, 23, 24, 25, 36 MDM  
T21N, R18E, Sec 19, 30, 31 MDM  
Evans Canyon 7.5' USGS Quadrangle  
Contour Interval = 40'

Page 2 South 1/2 Q 1

Note: Weed control activities will be conducted throughout the entire project area. Currently, weeds are present in scattered populations of varying densities throughout the riparian corridors, associated sagebrush uplands, meadows, and irrigated lands.

